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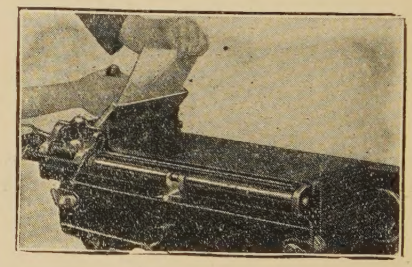

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*** Notices to Subscribers and Contributors will be found on page iv.

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Current Topics.

Law in Liverpool University.

ONE OF the most noteworthy developments of post-war legal education is the welcome introduction of facilities for the study of law at what are generally known as the "Provincial Universities." Every University and University College throughout England and Wales now regards it as a part of its duty to spread the light of legal knowledge in the community for which it provides instruction. Hitherto, however, the guidance offered at the Universities has, on the whole, been planned to meet professional requirements; though there are conspicuous instances of courses, such as the course on the Elements of English Laws inaugurated by Professor JENKS in the University of London, designed to assist the layman to cultivate a more intelligent attitude towards, and a deeper appreciation of, English law and legal institutions. There has not, so far, been apparent any widespread movement to co-ordinate the study of law and legal institutions with that of cognate subjects. A course of instruction in the history of English Law, with special reference to contemporary economic conditions or theories is provided in the University of London; but, so far, that course is only in an experimental stage. Liverpool University, which already possesses a flourishing law school, is therefore to be congratulated on the enterprise which it has shown in embarking upon a most interesting new scheme, the results of which will be closely and generally watched. The Court of the University recently ratified a scheme for the establishment of a new Honours School of Jurisprudence leading to a degree in Arts. The main object of the scheme is said to be to give students "an insight into the principles of law and an introduction to the methods of legal study without any special concentration upon legal technology and associated with the training in Arts subjects." The modern general inclination to specialise tends to leave borderlands between the different subjects of study unexplored. The latest movement in the educational world seems to be in the direction of co-ordinating the study of cognate subjects. Liverpool is obviously alive to this movement and has taken up its position with the advance guard.

Censured Shipmaster.

THE STEAMSHIP "Royal Star," while on a voyage from China to London, sustained damage through striking a submerged object near the Island of Sumatra, and a Court of Inquiry held at Singapore, although unable to decide whether the vessel struck a charted or an uncharted rock, severely censured the master for his conduct. If the master was in fact taking unnecessary risks, as, for example, keeping too close to the shore in dangerous waters, the censure may quite well have been merited. On the other hand, however, if he was so censured for striking a submerged rock which the court could not definitely establish as being charted, it seems reasonable to expect that he should have been given the benefit of the doubt and rather condoled with than reprimanded. To add to his misfortunes the Board of Trade refused his appeal for a re-hearing. The Admiralty Registrar, however, gave the master leave to appeal to the Divisional Court to determine whether there was a right of appeal against the report of the Court of Inquiry. MERRIVALE, P., HILL, J., concurring, allowed the application (9th inst.). The fact that the master has gone so far in endeavouring to re-establish his character, although his certificate was not in any way interfered with by the Court of Inquiry, would seem a sufficient indication for the necessity of a further consideration of the matter. Had he been satisfied that the censure was merited, he would certainly have not taken the steps he has, but rather have thought himself lucky that his certificate was not suspended or cancelled. It is remarkable that the Board of Trade should have thought fit to refuse a re-hearing when the terms of s. 66 of the Merchant Shipping Act, 1906, so clearly specify the master's right in this respect.

Frequent "Occasional" Licences.

OCCASIONAL LICENCES may be granted to persons holding a licence to sell intoxicating liquor to enable them to sell elsewhere than at their own licensed premises, to afford facilities for such events as cricket matches, shows, sports, balls or dinners, and usually no difficulty is experienced in obtaining the necessary consent of a petty sessional court. But a practice is growing up of hiring out particular premises for a rapid succession of dances held by different persons or bodies of persons, and for one licensee to seek an "occasional" licence in respect of each dance. If this process be carried far enough the dancing rooms become to all intents and purposes an extension of the publican's ordinary licensed premises, and the term "occasional" seems to be reduced to absurdity. The attempt to wrest the statute from its natural meaning and to transgress its spirit is likely to be met by a more frequent refusal to grant consents as a matter of form than has hitherto been the practice.

Drunk in Charge of Car—Reluctance to Convict.

COMPLAINTS SEEM to be made all over the country that juries will not convict persons indicted under s. 40 of the Criminal Justice Act, 1925, for being drunk in charge of mechanically propelled vehicles. Some cases fail because the medical evidence is unsatisfactory, the doctor concerned refusing to say whether or not, in his opinion, the accused was drunk, unless he is first given a definition of drunkenness. Other cases break on the reluctance of a jury to convict of an offence when the conviction will not only result in an automatic disqualification and a possible punishment of imprisonment, but may also very much injure the repute and social standing of the accused. In some places the police have become so disheartened that they refrain from bringing charges at all, unless the accused is utterly and incapably drunk. It is a curious comment on the " strengthening " of the law against an offence felt to be becoming specially dangerous to the community, that it produces a reaction which causes entire or partial failure of the new enactment. Often the very people who cry out against an evil are the very ones to exclaim against the severe punishment they helped to procure. It is worthy of remark that the original penalty in the Bill was three months' imprisonment, deliberately increased in Parliament to four to secure the right to elect trial by jury.

Use of Force against Escaping Prisoner.

AN American case, noted in the current number of the *Michigan Law Review*, as to the use of force to arrest a fleeing misdemeanant, is an interesting illustration of a branch of the law which in this country, at all events, is rarely met with nowadays. In the case in question it appeared that a man had been convicted of misdemeanour and sentenced to work on the country roads for six months. Having attempted to escape, the defendant, an officer, after calling to him to halt, shot at and killed him. In an action to recover damages for death by wrongful act, it was decided that in cases of misdemeanour an officer has no privilege to kill if the offender was simply fleeing and not resisting. By the comman law a marked distinction appears always to have been drawn between the cases of a fleeing felon and a fleeing misdemeanant. In " Russell on Crimes," 8th ed., Vol. I, p. 725, it is laid down that where a felon fleeing from justice is killed by the officer in the pursuit, the homicide is justifiable if the felon could not otherwise be taken, but that in the case of a person accused of misdemeanour only who flees from arrest, but offers no resistance, the officer is not entitled to proceed to extreme measures and kill the offender even if he cannot otherwise be taken. Much of the old distinction between felony and misdemeanour is purely arbitrary, but on this point it has been said with some force that " with reference to misdemeanours, and perhaps felonies not affecting the person, the same danger does not result to the public from a failure of justice as in the case of the more dangerous or serious crimes. Greater regard therefore, is given to the life of the alleged wrongdoer." In this matter the United States Courts have followed the principles set forth in our old books on pleas of the Crown, and have had occasion to apply them in a considerable number of cases in recent years.

Concurrent Jurisdiction in Wrongful Dismissal.

THE EMPLOYERS and Workmen Act, 1875, empowers a court of summary jurisdiction to determine a dispute between an employer and a workman, and to exercise all or any of the powers by the same Act conferred on a county court, provided that the amount claimed does not exceed £10. The claims dealt with usually relate to wages claimed by the workman in lieu of notice. The employer frequently contends that he was entitled to dismiss the workman without notice—by reason of insolence, refusal to carry out orders, or gross carelessness resulting in damage to material. Whatever the decision of the magistrates, the workman is not usually reinstated, but before the hearing he will probably have applied to the Labour Exchange for unemployment benefit. The insurance officer decides whether or not the claim should be disallowed for six weeks, on the ground that the applicant left his or her last employment under circumstances amounting to misconduct. The insurance officer will give due weight to the decision of the magistrates, if the case has already been heard ; but before the hearing he has to rely on the workman's statement and a report from the employer. If the claim is disallowed, the workman can appeal to a Court of Referees, consisting of representatives of employers and insured contributors, with a chairman who is often a solicitor. A workman who has been successful before the magistrates may produce a newspaper cutting, and expect to have his claim for benefit allowed as a matter of course. The lay members of the court may be of the same opinion. It should be pointed out, however, that the issues before the two courts are not the same. The magistrates are concerned with the question of contract—whether the employer was within his common law rights, and whether the workman is entitled to his wages. The Court of Referees, on the other hand, is concerned with the statutory rights of the insured contributor. The tests are not necessarily the same in each case, and misconduct which might not justify a stoppage of wages, might disqualify an applicant for benefit.

Careless Utterance.

RECENTLY THE Lord Chief Justice had occasion to admonish counsel, who, excusing the absence of his leader, stated that he was unable to " turn up." Lord HEWART, however, is not the only judge who is jealous of the purity of the language used in his court. During a recent income tax appeal, Mr. Justice ROWLATT objected to the Americanism " loaned," which was used in a case stated by the Income Tax Commissioners in place of " lent." " Our language," added his lordship, " is going to a destination which I will not define." A further illustration of this description was provided by the late Lord COLERIDGE, who was much incensed at a young barrister stating that a certain person was " carrying on business on his own." Instances of colloquialisms of this type are unfortunately only too frequent ; some eminent lawyers seem unable to enumerate without using such diction as " under the surrounding circumstances . . . " " the question as to whether . . . " and other similarly inaccurate redundancies. A combined and sustained effort on the part of the Bench to abolish these literary solecisms would doubtless prove salutary, and justify each judge in saying, with SAMUEL JOHNSON, " I have laboured to refine our language to grammatical purity, and to clear it from colloquial barbarisms, licentious idioms, and irregular combinations. Something, perhaps, I have added to the elegance of its construction, and something to the harmony of its cadence."

Certiorari and Prohibition.

THE PRACTICAL importance of the judgments of the Divisional Court in *R.* v. *Legislative Committee of the Church Assembly and the Church Assembly :* Ex parte *Haynes Smith*, 71 SOL. J., p. 947, consists not so much in the fact that they decide that the Legislative Committee and the Church Assembly are legislative or deliberative, and not judicial bodies, as in that they clearly indicate what must be the essential characteristics of a body against whom writs of prohibition and *certiorari* may operate. These writs are of great antiquity and form part of the prerogative of the Crown, and in early times appear to have been issued by the King's Bench solely against inferior courts of justice in order to determine questions as to excess of jurisdiction. The operation of these writs was subsequently extended to bodies which could not in any way be described as courts of justice. It is to be observed however that these other bodies, to whom writs were issued, exercised judicial functions to some extent. A recent instance is that of the Electricity

Commissioners, a body constituted under the Electricity (Supply) Act, 1919: *R.* v. *Electricity Commissioners*, 1924, 1 K.B. 171. The conditions in which writs of prohibition and *certiorari* would issue were thus stated by Lord Justice ATKIN, in the *Electricity Commissioners Case, supra*: "whenever any body of persons having legal authority to determine questions affecting the rights of subjects, *and* having the duty to act judicially, act in excess of their legal authority, they are subject to the controlling jurisdiction of the King's Bench Division exercised in these writs." With these observations, however, should be read the following passage from the Lord Chief Justice's judgment in *ex. p. Haynes Smith, supra*, which is explanatory of them. "It was to be observed," said the Lord Chief Justice, "that in that phrase Lord Justice ATKIN used 'and,' not 'or.' That a body might, therefore, satisfy the test, it was not enough that it should have legal authority to determine questions affecting the rights of subjects. There must be added to that characteristic, the characteristic that the body had the duty to act judicially. That ingredient was never absent. As, in earlier days, those writs were issued only to bodies which, without any harshness of construction, could be called courts, so to-day they did not issue except to bodies which were under the duty to act in a judicial capacity." These judgments authoritatively establish the conditions in which writs of prohibition and *certiorari* will issue to bodies which are not strictly courts of justice.

The Companies Register and Land Charges.

IT IS often considered to be unnecessary to search the Register of Joint Stock Companies when acting for a purchaser of land, as the debentures (if any) of the vendor company will be disclosed on the abstract of title. It is, therefore, possible to ascertain, by reference to the wording of the debentures, whether the floating charge has crystallised so as to include the land the subject of the contract. The Land Charges Act, 1925, s. 10 (5), provides, however, that in the case of a land charge for securing money, created by a company, registration under s. 93 of the Companies (Consolidation) Act, 1908, shall be sufficient in place of registration under, and shall have effect as if the land charge had been registered under, the Land Charges Act. This appears to give the company an option of registering under either Act. The Companies (Consolidation) Act, 1908, s. 93 (1), merely states that every mortgage or charge, unless registered, shall be void against the liquidator or any creditor. The section does not affect the rights of the parties *inter se*, nor does registration confer any estate in the land. The Land Charges Act, 1925, s. 11, provides, on the other hand, that a land charge of Class A or B, for securing money, shall, when registered, take effect as if it had been created by a deed of charge by way of legal mortgage. No one is likely to rely, by way of security, however, on registration in the companies register alone, although apparently such registration now has effects which are more far-reaching than formerly. The Land Charges Act is silent as to the effect of registration of a land charge of Class C, i.e., puisne mortgages, equitable charges, and estate contracts. Equitable charges are the type most commonly revealed by a search in the companies register, as it is frequently contended that these cannot be registered under the Land Charges Act. Being equitable charges, they are also neither abstracted nor disclosed on examination of the deeds. The question then arises as to how, having had notice by his search in the companies register, a purchaser by way of long lease (for example) can acquire the legal estate free from the equity. The equitable chargee, with whom the deeds are probably deposited, may be willing to release the land, and to endorse a memorandum of the conveyance or lease to the purchaser (*a*) on the conveyance to the vendor, and (*b*) on the equitable charge. This would estop him from making any future claim against the land bought or leased, but the purchaser should also press for a memorandum of satisfaction (to the extent of the land released) to be entered on the register under the Companies (Consolidation) Act, 1908, s. 97.

An Executor's Power to Grant Leases.

A CORRESPONDENT raises a question as to how far an executor can or ought to grant leases of his testator's property. A lease being a "conveyance" within the Administration of Estates Act, 1925, one of several proving executors would have no power to do so: see ss. 2 (2) and 55 (1) (iii). Section 39 (1) (ii), however, gives the personal representatives collectively all the powers of trustees holding land on an effective trust for sale; the Law of Property Act, 1925, s. 28 (1) gives such trustees the powers of a tenant for life under the Settled Land Act, 1925, and the latter Act, in ss. 41–8, gives a tenant for life extensive, though not unlimited, powers of leasing. Thus the statutory power in executors may be deduced. Nevertheless, it is to be noted that the Administration of Estates Act, 1925, s. 39 (2), provides that nothing in the section shall affect the right of any person to require an assent to be made. It might thus be argued that, inasmuch as a specific devisee has an unqualified right to an assent after an estate has been cleared, an intending lessee ought to enquire into the state of administration. The answer to this argument is contained in s. 36 (10), giving executors power to make an assent subject to a legal estate, which would include a legal estate created in due course of administration. Executors may therefore make such a lease as is permitted by the Settled Land Act, 1925, and then give assent to a devise, subject to the lease. Thus, the intending lessee, if he knows he is dealing with personal representatives, may safely take a lease authorised by the latter Act. It does not, of course, follow that the executor of a solvent testator is justified in making a lease of property the subject of a specific devise to one *sui juris*, without the latter's consent. In fact, if the property was a house and the devisee wished to live in it and was prevented from doing so by the executor's unwarranted use of his power, the executor would no doubt be liable in damages as on breach of trust. Although the power to lease may be useful in exceptional circumstances, personal representatives as such should not in general grant leases, and, if they are to continue to hold property on trust, their proper course is to make assent to themselves as trustees and then exercise the power.

Territorial Jurisdiction of County Courts.

UNSUSPECTED DEFENCES sometimes lurk in the affidavit for leave to issue a summons against a defendant out of the district, forms of which are set out in the "Annual County Courts Practice, 1927," at pp. 719 to 724. These defences are usually unearthed by defendants in person, against whom it is well to be on guard. The facts relied on, as constituting the alleged cause of action or a part thereof, are often sworn to be (*inter alia*) "that a letter from the defendant agreeing to do the said work on the conditions aforesaid was received by the plaintiff at . . . within the district of this court." A defendant who alleges that there was no contract may seize on a clause such as the above, and point out that far from agreeing to do the work his letter specified fresh conditions. He may then give the plaintiff the uncomfortable experience of being cross-examined as to why he swore a false affidavit. It also does not sound well for the administration of justice if the judge comes to the rescue, and suggests that the affidavit is merely formal and drawn up possibly by the solicitor's clerk. The matter becomes more serious if the defendant objects to the jurisdiction of the court, and applies for the action to be struck out under the County Courts Act, 1888, s. 114. Under the Act of 1919, s. 10, the judge may, if he thinks fit, either transfer the action to the correct court, or hear and determine the case. This is only upon such terms as to costs and otherwise as he thinks fit, and any carelessness in the preparation of the affidavit leading to the issue of the summons may be duly penalised.

What is the Authorised Name of a Moneylender?

THE answer to the above question is not so obvious as at first sight appears, and on several occasions (when the statutory expression was "registered name") has required a decision of the Court of Appeal. In *Merz* v. *South Wales Equitable Money Society Limited*, 1927, 2 K.B. 366, a promissory note had been given as follows:—"Cardiff, April 28, 1924. £190. On demand we jointly and severally promise to pay William Arthur Horey or other the secretary for the time being of the South Wales Equitable Money Society Ltd., the sum of one hundred and ninety pounds value received. A. Pugsley, E. Merz, Kate Ann Pugsley, John Walters, Charles Barry. Witness, L. W. Dean, 26 High Street, Cardiff." In less than two months the makers claimed a declaration that the note was illegal and void under the Moneylenders Act, 1900, s. 2 (1) (*c*), which provided that a moneylender shall not enter into any agreement, or take any security for money in the course of his business, otherwise than in his registered name. On and after 1st January, 1928, the Moneylenders Act, 1927, s. 1 (3) (*c*) substitutes the expression "authorised name."

The action was tried at the Glamorgan Assizes held at Swansea, and Mr. Justice WRIGHT decided as follows:—As the registered name of the company appeared on the face of the promissory note, and the name of WILLIAM ARTHUR HOREY was coupled with the words "or other the secretary for the time being of the society,"—in truth and in fact it was the society which was taking the security, and taking it in the society's own name within the meaning of the 1900 Act. The learned judge, therefore, refused to make the declaration, holding that in law there had been no infringement of the Act. The Court of Appeal reversed this decision. Lord Justice BANKES pointed out that the defendants were originally registered under the Loan Societies Act, 1840, which provided that the treasurer for the time being should be the person to sue, and that promissory notes should be made payable to him. The defendants, on being incorporated as a limited company in 1917, were registered under the Moneylenders Act, 1900, but apparently continued to use the same forms as before incorporation. Under the Bills of Exchange Act, 1882, ss. 7 and 89, a bill or note may be made payable to the holder of an office for the time being, and that had been done in the present case. No one could sue on the note except HOREY, or other the secretary for the time being. It was certainly not taken in the name of the society, and it was idle to argue that the person in whose name it was taken was a trustee or nominee for the moneylender. It was also immaterial that the latter's name appeared elsewhere on the security. On the plain meaning of the Act the security was taken otherwise than in the registered name of the moneylender, and was therefore void. Lord Justice SCRUTTON stated that this declaration was justified by the consideration that if HOREY were to sue upon the note the borrowers might have a difficulty in enforcing their rights under the Moneylenders Act, 1900, s. 1, which can only be asserted "where proceedings are taken in any court by a moneylender." It might be that if HOREY were to sue he would not come under that definition. Lord Justice ATKIN pointed out another consideration—the need to see that the dealings of moneylenders should be open and above ground, and to restrict the degree of self-effacement with which some moneylenders used to conceal their identity. These objects could not be attained if a security could be put in suit by a person whose name would not suggest that a moneylender had any share in the transaction. Judgment was therefore given for the borrowers, the original plaintiffs.

The above was not such a plain case as *Stirling* v. *John*, 1923, 1 K.B. 557, in which the plaintiff's name did not appear at all on the documents sued upon. The plaintiffs advanced to the defendant £1,000 on the security of a promissory note for £1,600, to be repaid in eight consecutive monthly payments of £200 each. The defendant at the same time gave eight cheques, post-dated in sequence to correspond with the eight monthly payments. At the defendant's request, his cheques were made payable, not to the plaintiffs, but to two of their clerks. Two cheques were met, but the next two were dishonoured, and the plaintiffs brought an action for the unpaid amounts, with interest. Mr. Justice BAILHACHE held (1) that there was no attempt to hide the lender's name from the borrower, and the agreement (to make the cheques payable to the clerks) was not entered into otherwise than in the plaintiff's registered name in breach of s. 2 (1) (*c*) above; (2) the post-dated cheques were merely a method of repayment, and were not taken "as security for money" otherwise than in the plaintiff's registered name, as above. Judgment was therefore given for the plaintiffs, but the Court of Appeal reversed this decision. Lord STERNDALE, M.R., laid down that it was not material whether the borrower was deceived or not, but the question was as to the meaning of s. 2 (1) (*c*), and whether the cheques were securities for money. The meaning of "securities" is not confined to documents which give a charge upon specific property. The promissory note was a security, and the cheques stood upon the same footing. They had therefore been taken "otherwise than in the registered name, etc.," in breach of the Act. Lord Justice ATKIN observed that the Legislature intended to protect not merely the borrower, but the public also, such as bankers, and the Court would not be justified in cutting down the meaning of the plain words of the Act. Lord Justice YOUNGER (as he then was) agreed that the cheques were securities for money taken otherwise than in the moneylender's registered name. The appeal was therefore allowed, and judgment was given for the borrower, the original defendant.

A decision to the contrary effect had been given in *Peizer* v. *Lefkowitz*, 1912, 2 K.B. 235. The plaintiff was registered as a moneylender in the name of the "Wentworth Loan and Discount Office, of 27 Strafford Houses, Wentworth Street, E." She took from the defendants as security two promissory notes as follows: "Seven days after date or on demand we jointly and severally promise to pay to S. Peizer of the Wentworth Loan and Discount Company, of 27 Strafford Houses, Wentworth Street, E., or order the sum of fifty pounds for value received." The deputy judge of the Whitechapel County Court decided that by the substitution of the word "company" (in the note) for "office" (in the register) the plaintiff was not carrying on business otherwise than in her registered name contrary to the 1900 Act, s. 2 (1) (*b*). He therefore gave judgment for the plaintiff. The Divisional Court upheld the judgment. Mr. Justice BANKES (as he then was) stated that the question was one of degree, and the distinction between "company" and "office" was so slight as not to amount to a difference. Mr. Justice LUSH pointed out that the appeal was under s. 2 (1) (*b*), which provided that a moneylender shall carry on business in his registered name, and in no other name and under no other description, and at his registered (now "authorised") address or addresses, and at no other address. The discrepancy was not sufficient to invalidate the notes under the latter sub-section, though it might have been sufficient if a point had been taken under s. 2 (1) (*c*) above. The Court of Appeal also upheld the judgment.

The above decisions are unaffected by the Moneylenders Act, 1927, as the above section 2 (1) (*b*) and (*c*) is reproduced in effect by section 1 (3) (*b*) and (*c*) of the new Act.

The attention of the Legal Profession is called to the fact that the PHŒNIX ASSURANCE COMPANY Ltd., Phœnix House, King William Street, London, E.C.4 (transacting ALL CLASSES OF INSURANCE BUSINESS), invites proposals for Fidelity Guarantee and Court Bonds, Loans on Reversions and Life Interests. Branch Offices at Byron House, 7, St. James's Street, S.W.1; 187, Fleet Street, E.C.4; 20-22, Lincoln's Inn Fields, W.C.2: and throughout the country.

The Enforcement of Foreign Judgments.

An Advanced Lecture in the University of London.

By Mr. W. VALENTINE BALL, O.B.E.

(*A Master of the Supreme Court.*)

(*Continued from page* 939).

Submission to the jurisdiction may also be the result of agreement, express or implied. Those who practice in the Commercial Court are aware that it is a common thing for parties to agree that the English courts shall have jurisdiction to decide disputes. Occasionally the decision is to rest with foreign tribunals; and an agreement to that effect is binding on the parties. So, in *Feyerick* v. *Hubbard* (60) a contract provided that "all disputes relating to this present agreement and to its fulfilment shall be submitted to the Belgian jurisdiction." The plaintiffs sued the defendant at Ghent for alleged breaches of contract. He was served with process in the manner prescribed by Belgian law, but he denied having had notice of the proceedings in which in fact judgment was given in his absence. In an action on the foreign judgment, brought under Ord. XIV and tried in the short cause list, Walton, J., held the agreement binding and gave judgment for the plaintiff.

He said: "*Copin* v. *Adamson* (61) is practically a decision that a defendant in an action on a foreign judgment agreeing to be bound by the judgment of the foreign court is bound by that judgment, although not resident, served, or domiciled within the jurisdiction of the foreign court." And it is manifest that there is all the difference in the world between a case in which a person is, against his will or by accident, made subject to the jurisdiction of a foreign court, and the case in which he deliberately agrees to submit to a foreign jurisdiction. In the former case he may well say "*Non haec in fœdera veni*"; but in the latter case he can always be met with the answer: "You chose your own forum and must not now object to it, or to its procedure!"

The question whether a person has submitted to a foreign jurisdiction sometimes falls to be decided in another way. In a case which recently came before me in chambers, an action had been brought by shippers against shipowners who carried on business in India for breach of contract. Goods from England to Bombay had been injured on the voyage, and the shipper claimed damages. A clause in the bill of lading provided that all disputes should be settled at the port of destination—the document being headed "Outward—Bombay." The shipowners applied to strike out the writ or stay the action on the ground that the shippers had agreed to the jurisdiction of the courts at Bombay. I stayed the action. McCardie, J., varied the order by striking out the writ on the ground that, in the circumstances, the English courts had no jurisdiction.

In another case(62) the defendants by an agreement in January, 1906, with the plaintiff, obtained the exclusive right to sell certain goods in England. The contract provided that, in case of a breach the French courts were to have exclusive jurisdiction. On 2nd May, 1907, the plaintiffs issued a writ in the Tribunal de Commerce de Lyon, requiring the defendants to appear on 4th June. Service was effected by leaving the writ at the office of the Procureur-General, in accordance with French procedure, but notice was also given to the French consul in London on 31st May. On 2nd June the case came on, the defendants not appearing. It was adjourned to 18th June, when judgment for the plaintiffs was given. The judgment was "served" in the same way as the writ, and, the defendants ignoring it, the plaintiff sued on it in England. The plaintiff was successful, although it was conceded that the defendants were informed of the original proceedings at a time when it was practically impossible for them to appear on the day named.

(60) 1902, 71 L.J., Q.B. 509.
(61) L.R. 9 Ex. 345.
(62) *Jeannot* v. *Fuerst*, 1909, 100 L.T. 816.

5.—Extension of Judgments.

(*a*) *Within Great Britain and Ireland.*

So much for the enforcement of foreign judgments by action. I should now like to say a few words about the "extension" of judgments, that is to say the procedure by which a judgment in the court of one country may be "extended" to another—extension resulting in this, that the judgment, after registration, can be enforced like any other judgment. By the Judgments Extension Act, 1868, English, Scotch and Irish judgments for debt, damages or costs might be so extended—and still may, in so far as England, Scotland and Northern Ireland are concerned. Southern Ireland was excluded under the Peace Treaty, which involved the separation of Ireland into two provinces, and although, curiously enough, English judgments have been extended to Southern Ireland, judgments from that province cannot be extended to England. The judgments of inferior courts may also be extended by an Act passed in 1882. Observe that the Act of 1868 is enabling only; it does not preclude the right of action, e.g., in England on a Scotch judgment. But such actions are discouraged by the fact that costs may be disallowed.

(*b*) *Extension of judgments within the Empire.*

The extension of judgments within the Empire has recently been provided for.

Thus, certain judgments of superior courts in any part of the Empire may be registered in the High Court under the Administration of Justice Act, 1920, 10 & 11 Geo. 5, c. 81, and any such judgment will have the same effect so far as relates to execution as a judgment of the registering court. Reciprocity, however, is essential. The Act has no operation until an order in council applies it to (*a*) any part of the British Dominions, and such order can only be made when reciprocal provisions have been made by the legislature of that part for registration of English, Scottish and Irish judgments; or (*b*) to any territory under British protection or being administered under mandate. Many such orders in council are now in force. A list of the Colonies, etc., which have entered into a treaty of reciprocity with the Mother Country will be found in the "Annual Practice (1928)," at p. 720.

It is most important to note that the court is not bound to register any such judgment. By s. 9 (1) it can do so "if in all the circumstances of the case they think it is just and convenient." Again, the section makes it plain that all the principles which are applied when considering the question: Shall a foreign judgment be enforced by action? are applied in considering the question: "Shall it be registered?" So by s. 9 (2) no judgment shall be ordered to be registered under this section, if:—

(*a*) The original court acted without jurisdiction; or

(*b*) The judgment debtor, being a person who was neither carrying on business nor ordinarily resident within the jurisdiction of the original court, did not voluntarily appear or otherwise submit or agree to submit to the jurisdiction of that court; or

(*c*) The judgment debtor, being the defendant in the proceedings, was not duly served with the process of the original court, and did not appear, notwithstanding that he was ordinarily resident or was carrying on business within the jurisdiction of that court or agreed to submit to the jurisdiction of that court; or

(*d*) The judgment was obtained by fraud; or

(*e*) The judgment debtor satisfied the registering court either that an appeal is pending, or that he is entitled and intends to appeal against the judgment; or

(*f*) The judgment was in respect of a cause of action which for reasons of public policy or for some other similar reason could not have been entertained by the registering court.

Nor does this Act preclude the right of action on a judgment which may be registered; but it is designed to encourage registration, for by s. 9 (5) if an action is brought on a judgment which might be registered, the plaintiff cannot recover any costs unless an attempt has been made to obtain registration, or unless the court otherwise orders.

It is not easy to imagine a case in which, if registration is refused, a judgment, based on the foreign judgment, could be obtained, if the defendant is fully alive to the defences which are open to him in an action on a foreign judgment. For they are practically identical with the grounds upon any one of which the court is bound to refuse registration!

Rules of Court have been made under this Act, and Ord. 41A provides (by r. 2) that an applicant for registration must swear that to the best of his information and belief the judgment creditor is entitled to enforce his judgment and that the judgment does not fall within any of the cases set forth in s. 9 (2) of the Act.

6.—The Law in Belgium.

By Art. 10 of the Law of 25th March, 1876, a judgment of a foreign court will be given effect to by Belgian courts of first instance, provided there is a treaty of reciprocity and if the following safeguards are present: (1) If the decision contains nothing against public order nor contrary to the principles of Belgian law, (2) if according to the law of the country in which it was given it has the force and effect of *res judicata*, (3) if according to the same law the certified copy produced is properly authenticated, (4) if the rights of defence have been duly protected, (5) if the foreign court has not exclusive jurisdiction by reason of the claimant's nationality. Mr. Ernest Todd, in his work on Belgian Law,(63) pointed out that: "The reason why there is not now and is never likely to be a treaty between either the United Kingdom or the United States and Belgium, based upon principles of reciprocity as above set out, are not far to seek, and are, first of all, that the system of law ruling amongst Anglo-Saxon and Latin peoples, as well as the methods of procedure, are radically different. Taking only one instance, reference may be made to the law of contract. The Anglo-Saxon system requires the existence of a valuable consideration to support a contract, whereas under Belgian law, a valid legal contract is constituted, 'provided the following conditions are complied with, (1) consent of the parties; (2) capacity to contract; (3) a certain object forming the subject of the contract; and (4) an object permissible by law.'"

But French judgments are recognised in Belgium. So by the Belgian Code of Civil Procedure (64): "Judgments given and orders made in France shall be capable of being put into execution throughout the whole of the Republic without counter signature or special direction to the official of the district, although execution has to be enforced outside the district of the court giving the judgments or making the orders."

Various attempts have been made to formulate an international code on the subject of this lecture at the meetings of the International Law Association. They have undoubtedly met with some success; but it is one thing to draft a code—it is another to secure its adoption by the governments of the countries concerned. The results of the last efforts of the association in this connexion were sent to an august tribunal from which they will no doubt receive the most serious consideration, namely—the League of Nations!

I have said enough to show why it is not possible in England to accept a foreign judgment and enforce it without any enquiry into the circumstances in which it was obtained. Perhaps with the advance of civilisation the day will come when we shall be able to owe the same fealty to the decrees of foreign courts that we at present extend to our own.

(63) Butterworth, 1905, at p. 33.
(64) Tit. VI, Art. 547.

(*Concluded.*)

A Conveyancer's Diary.

Death of Executor before Probate.

A correspondent draws attention to a somewhat extraordinary set of circumstances in the light of which the effect of some of the provisions of the new Acts may be discussed with advantage.

T, a testator, dies, having made his will, whereby he appoints E sole executrix and gives her all his property. E applies for probate of T's will and dies intestate the day before the probate is sealed. Administration to the estate of E is granted to A and B, and T's estate is treated as part of that of E. Can A and B, as administrators of E, make title to land which at T's death formed part of his estate?

E having died intestate, it is clear that A and B are not representatives of T; for the chain of representation is broken: Ad. of E.A., 1925, s. 7 (3).

An executor, however, derives his title from the will, not from probate; see generally 2 Wolst. & Cherry, p. 481. Further, the whole real and personal estate (save settled land in certain cases) of the testator vests in his executor: see *ib.*, p. 494. Hence, on the death of T, his estate vested in E. Probate, however, is necessary to show that E was the executrix. Is probate expressed to be granted to E after her death sufficient for this purpose? The effect of a valid grant of probate is to vest the testator's estate in the executor as from the testator's death. Hence it might be urged that from the moment T died until the death of E, T's estate was, as is evidenced by the probate, vested in E. But probate cannot be granted to a deceased person, hence such a grant is a nullity. It would not be regarded as evidence; in fact, it would be treated as being altogether inoperative, and the court would, on application, revoke it; see "Tristam & Coote," 16th ed., p. 287.

It seems that before such revocation is made the court does not grant a new representation: see 1 "Williams on Executors" 11th ed., p. 459; though the new representation might be held to be a sufficient revocation.

Thus the proper procedure is for A and B to apply for revocation of the probate expressed to have been granted to E and at the same time to apply for administration to T's estate.

It has been suggested that this procedure is now unnecessary, in view of the provision contained in L.P.A., 1925, s. 204 (1), as applied in *Re Bridgett & Hayes*, 71 Sol. J. 910. But that section only saves from invalidity an order of the court (which includes probate) which otherwise would have been invalid on the ground of want of jurisdiction or of consent or certain other matters which relate to procedure. A grant of probate expressed to be made to a deceased person is more than an irregularity, it is a nullity, for the deceased executor could never have acted under it. Hence a purchaser from A and B as administrators of E would not be protected under s. 204.

Landlord and Tenant Notebook.

Surrender by Operation of Law: Agreement to Purchase.

The decision of the Divisional Court in *Turner* v. *Watts*, 44 T.L.R. 105, would well repay a careful study, because of the number of interesting questions of law that were there raised.

One of these was as to the effect of an agreement to purchase the reversion by the tenant in possession, the material facts relating to this part of the case being shortly as follows: The defendant was the weekly tenant of certain premises, and on the 28th August, 1926, entered into an agreement with the landlord (the plaintiff) to purchase the premises, on the terms that the purchase price should be £900 payable on the 1st September, plus a further £50, being the agreed amount of arrears of rent

up to the date of the agreement; that the plaintiff was to remain in absolute ownership of the premises until arrangements were made for the transfer of certain mortgages from the plaintiff to the defendant, the latter paying in the meantime 6 per cent. compound interest on the purchase money until completion of purchase. Power however was reserved to the plaintiff to rescind the agreement in the event of the defendant being in arrear, with certain deposits, in two companies, who were the second mortgagees of the premises. In the events that happened the plaintiff in exercise of the above-mentioned power, determined the agreement, and sought to recover possession, possession however being refused by the defendant on the ground that the premises were within the Rent Acts.

The main question which arose for determination on the above facts was as to whether there had been a surrender by operation of law by reason of the above agreement.

Now a surrender by operation of law may take place in several ways, as for example by the purchase of the reversion from the landlord. In the case of an agreement to purchase, it will not necessarily follow that a surrender will be effected, or that it will be effected immediately as from the date of the agreement, but the whole question would appear to turn on the intention of the parties, which in the case of an agreement to purchase will have to be gathered from the terms of the agreement. Reference on this point may be made to *Doe d Gray* v. *Stanion*, 1 M. & W. 695. There the tenant entered into an agreement with his landlord, which was in the following terms: "S (tenant) purchased an estate in . . . bought of G at the sum of £ . Received on account 10s. *G is willing to let the sum lie, by paying* 4 *per cent.*" It was held that there was no surrender. The principles to be applied in such cases will be found well expressed in the judgment of Parke, B., pp. 700, 701. "Where the purchaser" said the learned judge, "is already in possession as tenant . . . it must depend upon the intention of the parties to be collected from the agreement whether a new tenancy at will (and therefore a surrender) is created or not and from what time. In this case, if the true construction of the agreement be, that from the date of it *or any other certain time*, the defendant was to be absolutely a debtor for the purchase money, paying interest on it, and to cease to pay rent as tenant . . . a tenancy at will would probably be created after that time; and the acceptance of such new demise at will would then operate as a surrender of the interest from year to year, by operation of law. But if the agreement is conditional to purchase only *provided a good title should be made out and to pay the purchase money when that should have been done* and the estate conveyed, there is no room for implying any agreement to hold as tenant at will in the meantime."

In holding that the agreement to purchase operated as a surrender in *Turner* v. *Watts*, the court appears to have attached importance to at least two important matters, both of which distinguished this case from *Doe d Gray* v. *Stanion*, i.e., that the *purchaser was not to pay any further rent* from the date of the agreement, and (2) that a *definite date on which the purchase money was payable was fixed*, i.e., the 1st September, interest being payable as from that date on the unpaid purchase money.

With the other points raised in this case, we hope to deal in a subsequent issue.

Our County Court Letter.

JURISDICTION IN COMPANIES WINDING-UP.

The Companies (Consolidation) Act, 1908, s. 131 (1), provides that the courts having jurisdiction to wind up companies registered in England shall be the High Court . . . and the County Courts; s. 131 (3) restricts the jurisdiction of a county court to any company whose registered office is within its district, and whose capital does not exceed £10,000; and s. 131 (6) provides that every court . . . shall for the purposes of that jurisdiction have all the powers of the High Court. In January, 1926, debentures to the value of £4,500 were issued to two creditors of F. and E. Stanton Limited; but in February, 1926, an order for the compulsory winding up of that company was made in the Greenwich County Court. The liquidator then applied by motion for a declaration that the debentures were invalid (*a*) under s. 210 of the above Act as a fraudulent preference, or (*b*) under s. 212 as a floating charge created within three months of the commencement of the winding up; and that the holders thereof were merely entitled as unsecured creditors. Objection was taken on the hearing of the motion that the county court had no jurisdiction, and, alternatively, the circumstances were such that it ought not to be exercised. The deputy judge overruled the objections and heard and determined the motion on affidavit evidence. The matter was then brought before the Divisional Court (Avory and Salter, JJ.) under the title *In re F. and E. Stanton Limited* (*Hogg* v. *Maule*), 164 L.T.Jour. 389. It was held that the above sub-s. (6) clearly entitled the county court to adjudicate, as the High Court would have had jurisdiction in similar circumstances. The determination of questions as to fraudulent preference and floating charges are necessary for the purposes of, and can only arise during the course of, a winding up. The county court judge could have left the parties to their remedy by action, in view of the questions of fact in issue. He had chosen, however, to adjudicate on the motion, and there could be no interference with his discretion by the High Court.

The above appeal was based on *In re Ilkley Hotel Co. Limited*, 1893, 1 Q.B. 248, in which case certain wine had been transferred by the manager to another person before the date of the winding-up petition. The liquidator applied for the delivery up of the wine, on the ground that the transfer was a fraudulent preference. The Leeds County Court judge held (*a*) that the manager was not authorised to make the transfer, so that there was no fraudulent preference by the company; (*b*) as the transfer was a nullity, the recipient must hand over the wine to the liquidator. The Divisional Court (Lord Coleridge, C.J., and Cave, J.) reversed this decision, on the ground that a county court judge had no jurisdiction to make an order deciding a dispute as to title to property, arising before the commencement of the winding up, between the company and a stranger.

In re Centrifugal Butter Co. Limited, 1913, 1 Ch. 188, was a High Court case in which the question was considered whether jurisdiction, if existing, should be exercised. The liquidators took out a summons under the above Act, s. 193, to set aside an agreement between the company and the vendors to purchase an option on a butter factory at St. Pierre-sur-Dives, Normandy. A French court had decided that the option was void, but Neville, J., decided that the liquidators should first bring an action to rescind the agreement, and succeed in it, before applying by summons in the winding up. They might then properly proceed against the directors by misfeasance summons.

The winding-up procedure affords a quick and cheap method of obtaining a decision with regard to far larger sums than is possible in an action begun by plaint. On the other hand, the county court rule that there is no appeal on a question of fact renders the procedure appropriate only to simple cases. A safeguard in this respect is provided by the above Act, s. 133 (3), under which any question in a winding up may—if all parties (or one of them and the judge) so desire—be submitted to the High Court in the form of a special case.

A UNIVERSAL APPEAL.

To Lawyers: For a Postcard or a Guinea for a Model Form of Bequest to the Hospital for Epilepsy and Paralysis, Maida Vale, W.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers are invited and will be answered by some of the most eminent authorities of the day. All questions should be addressed to—The Assistant Editor, "The Solicitors' Journal," 29, Breams Buildings, E.C.4, be typewritten on one side of paper only, and be in triplicate. Each copy to contain the name and address of the subscriber. To meet the convenience of Subscribers, in matters requiring urgent attention, answers will be forwarded by post if a stamped addressed envelope is enclosed.

UNDIVIDED SHARES—VESTING—TITLE.

1065. *Q.* A and B (husband and wife) held certain leasehold property as tenants in common. A died in 1919, having made his will, whereby he appointed B (his wife) sole executrix, and gave all his property to his wife, B, during her life, and after her death to his only child, who is still a minor. B is desirous of selling the said leasehold property. As regards the undivided moiety of A, can B, as personal representative, assign the same without appointing another trustee for sale?

A. Unless B has in any way assented to the vesting of A's share in herself beneficially, she can dispose of that share as personal representative. But such a disposition, together with a disposition of her own beneficial interest in the other moiety, will not give a purchaser a good title; for by virtue of L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (iv), the legal estate in the property is now vested in the Public Trustee. B can appoint herself and another trustee in place of the Public Trustee, and such trustees will hold the land upon the statutory trusts, and make title as trustees.

PARTNERSHIP PROPERTY—MORE THAN FOUR PARTNERS ON 1ST JANUARY, 1926—VESTING—TITLE.

1066. *Q.* In 1922 freehold property was conveyed to A, B, C, D, and E in fee simple as joint tenants, and as part of their partnership property. C died in 1926, but the conveyance contains a proviso that in the event of the death of any of the partners during the continuance of the partnership the survivors or survivor may sell the property without the concurrence of the executors or administrators of the deceased partner or partners. Part of the property is now being sold. Having regard to the fact that on the 1st January, 1926 there were more than four joint tenants existing, in order to convey the property is it necessary for the surviving partners to appoint themselves or others as trustees for sale, or can they convey without any such appointment? It seems somewhat difficult to reconcile the answers to *Q.* 268, 70 Sol. J., p. 581, and *Q.* 336, 70 Sol. J., p. 703, on this point.

A. There seems to be a considerable difference of opinion as to the nature of the partners' equitable rights, and as to the exact effect of L.P.A., 1925, s. 36 on the type of case here put. The better view seems to be that the land was not held in undivided shares by the partners, and that it has become vested in the Public Trustee by virtue of s. 36 (1) and 1st Sched., Pt. IV, para. 1 (4) (see the words "in like manner" in s. 36 (1) *supra*.) Hence it is suggested that the safe course is for the surviving partners and the representatives of the deceased partner in exercise of all their powers to appoint the four surviving partners trustees. No vesting declaration will be necessary. Then the trustees so appointed can give a title which cannot be impeached.

UNDIVIDED SHARES—VESTING—INCOME TAX.

1067. *Q.* Property which was purchased by a partnership consisting of four persons, the purchase money being provided out of funds belonging to the partnership, was conveyed to one of the individual partners. The local inspector of taxes claims that unless the property is transferred into the names of the individual partners the partner to whom the property was conveyed must be separately assessed to income tax, as if it were his own property; in which case the amount of tax payable would be considerably more than if it were treated as partnership property. Is the inspector of taxes correct in his contention? Under the L.P.A., 1925, does the property automatically vest in the four persons upon the statutory trusts, and if so, under what section? I have not been able to find any particular section which applies. The point seems to have been raised in *Q.* 954, but does not seem to have been dealt with by the answer.

A. By virtue of L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (*b*), the property (which it is assumed, is land) became vested in the one partner upon the statutory trusts. He may appoint the other partners to act as trustees with him; but he cannot be forced to appoint them by the local inspector of taxes; and trustees are certainly not assessable to income tax in respect of trust property vested in them.

WASTE—LIABILITY FOR BY LEASEHOLDER.

1068. *Q.* The owner of a newly built semi-detached house let the upper floor, which consisted of three rooms, one fitted with gas cooker, to a tenant, his wife and one child, on a weekly tenancy, unfurnished. There was no written agreement and the tenants have just left on notice given to them, having been there for fourteen months. The rooms were repainted and enamelled before the tenancy commenced. A considerable amount of damage has been done in one of the rooms by the insertion and withdrawal of nails in the wall, making holes in the plaster, and also in the ceiling. There is also a cracked window in another room, and in the bathroom, of which they shared the use with the landlord, there are two more holes caused by the removal of some fixtures from the wall. It is desired to know whether any claim for damages can be upheld. I can find no authority directly in point, the only reference being to tenancies from year to year, not creating liability on the part of the tenant for wear and tear. It would almost seem in this case, however, that the damage has been wilfully done. If there is a good case for taking proceedings in the county court, could you tell me on what grounds it should be based? The damage would amount to about £8. If counsel were employed in the matter, would his fees be payable by the defendant, if the claim was substantiated?

A. The issues of law involved in this case are difficult, and in view of the fact that the damage amounts to about £8 only, it would be advisable not to take any proceedings. Where there is no express covenant to repair a tenant is under the implied obligation of using the premises in a tenant-like manner but what amounts to using in a tenant-like manner it is impossible to define. It would seem generally that the tenant is not liable to do any decorative repairs, but only such repairs as would prevent the fabric of the premises from decaying. The tenant therefore cannot be held responsible on this ground for the holes though he may possibly be liable in respect of the cracked window, but as to the window in the bathroom he may escape liability, since he only had the use of the bathroom. In addition to the above implied obligation the tenant would also be responsible for waste, so that if it can be shown conclusively that wilful damage was done by the tenant he would be held to be liable therefor. If proceedings are therefore taken they should be based on (1) waste, and alternatively (2) breach of the implied obligation to use in a tenant-like manner. In the event of the plaintiff succeeding he certainly ought to be allowed certificate for counsel.

VENDOR AND PURCHASER—APPORTIONMENT—OUTGOINGS—INSURANCE PREMIUM.

1069. *Q.* Referring to *Q.* 919 of your "Points in Practice," and to your reply thereto, I shall be glad to hear whether in

your opinion, a purchaser is, under the General Conditions of 1925, bound to take over the vendor's existing fire insurances. Your reply to *Q.* 919 makes it clear that if a purchaser takes over the insurances he must pay a proportionate part of the premium, but it does not suggest that he is bound, in the absence of agreement to the contrary, to take over the existing policies. The National Conditions of Sale specifically provide that a purchaser shall take over such insurances, but under the General Conditions there is no provision to that effect.

A. The question of fire insurance is regulated by cl. 23 of the General Conditions. The vendor is not bound to keep the insurance on foot, and, if he does so, the purchaser may require his name to be endorsed on the policy, or entered in the company's books, under cl. 23 (2). This, however, is optional and not obligatory, and the purchaser has no general duty to the vendor to insure, so the question is answered in the negative. It is, of course, possible that the purchaser may prefer his own fire office. If, however, he takes advantage of cl. 23 (2), the opinion is also given that he must pay the apportioned premium as from the date of the contract in accordance with the L.P.A., 1925, s. 47 (2) (*c*). Since from that date the insurance is kept on foot for the benefit of the purchaser, it would seem that he can be required to elect as from then whether he will take over existing policies or will effect his own.

WILL—CONSTRUCTION—SUCH ISSUE.

1070. *Q.* A testator gave real property to A charged with an annuity of £50 per annum in favour of B, and declared that on the death of B leaving lawful issue, A is to pay such issue on attaining the age of twenty-one years the sum of £1,000 equally amongst them. B survived the testator and had three children, X, Y and Z, all of whom attained twenty-one years of age. X died without issue during the lifetime of B, who has died recently leaving Y and Z surviving her. Y and Z claim to be entitled to the entirety of the £1,000 to the exclusion of the personal representatives of X, who, however, claim to be entitled to share on the ground that X obtained a vested interest in the fund on attaining twenty-one. Who, in the circumstances, is entitled to share in the fund, and by virtue of what authority ?

A. The direction is that " on the death of B *leaving* lawful issue A is to pay *such* issue on attaining the age of twenty-one years the sum of £1,000," etc. The issue to take are the issue whom B leaves, i.e., the issue of B living at her death. X therefore (who died in B's lifetime) is cut out, and the claim by his personal representative fails. Y and Z are entitled to the £1,000 in equal shares.

MORTGAGE BY TRUSTEE—CUSTODY OF TITLE DEEDS AFFECTING PROPERTY NOT SUBJECT TO THE MORTGAGE.

1071. *Q.* A is the owner of certain freehold premises which includes a cottage, and all of which is held by him as trustee for the members of a club to be disposed of, whether by way of sale or mortgage, as the members in general meeting shall direct. The members in general meeting have directed that the premises, with the exception of the cottage, shall be mortgaged to a bank. The entirety of the premises is included in one deed. A contends that he cannot hand the deeds over to the bank as they comprise the cottage which is excepted from the mortgage. Is A's contention correct ? If so, what can the bank require to be done in evidence of its security ? Can you quote any authority ?

A. The case is one obviously for a clear and reasonable arrangement between the trustee and the bank-mortgagee. A choice lies between two courses : (*a*) The property may be mortgaged, the deeds relating to both properties being deposited at the bank, but the mortgage or memorandum of deposit containing an express provision exempting the unmortgaged property from the security for the present or any future debt, and the bank undertaking to keep the deeds safely and to produce the title deeds to such unmortgaged property when called upon to do so in case of dealings with such property. Or (*b*) the trustee may execute a puisne mortgage or charge in favour of the bank, a land charge in respect of such mortgage being registered. The bank would seem to be safe in such a case if it could be certain that no mortgage or charge involving the deposit of the title deeds to the property had been previously executed.

As both the trustee and the bank-mortgagee would be equally entitled to the deeds, and as it is the bank which would be the accommodating party, the former alternative seems to be the more appropriate and reasonable course to follow. Or perhaps the party having the interest of greatest value might be given the custody. The trustee would run no risk in parting with the possession of the title deeds to the unmortgaged property as a trustee can now deposit trust instruments at a bank for safe custody. In law either course seems unobjectionable.

MORTGAGEES—EXERCISE OF POWER OF SALE.

1072. *Q.* A testator devised his freehold business premises in 1906 to his son (his successor in the business), subject to the payment to his (testator's) daughter of a share each of his residuary estate. Subject to a proviso that his son should not be called upon to pay the said shares to the daughters until he in his absolute discretion felt that he could do so without prejudice to the welfare of the business carried on on the premises by the son and until actual payment to the daughters of their shares they should be paid interest at 5 per cent. on the amount thereof remaining unpaid. And testator charged the shares bequeathed to his daughters on the property and his business carried on therein. The son died in 1917, and the shares being still unpaid and the interest thereon in arrear, his administrator (the successor in the business) in consideration of the release by the daughters of their charge on the business, executed a mortgage of the premises in favour of the three daughters to secure (1) a cash loan by one of them to the testator, and (2) the shares bequeathed by the testator to each of them. The property was conveyed to the three daughters, the mortgagees in fee simple, by way of mortgage for securing in the first place to daughter A the sum of £260 (the cash loan she had made some years before to the testator) in priority to all other moneys secured by the mortgage with interest at 5 per cent., and subject thereto in the second place for securing to a daughter B payment of £830 with interest at 5 per cent. (her share of the residue) ; to A payment of £1,108, with interest (her share of the residue), and to C (another daughter) of £914 with interest (her share of the residue). It was declared that during the continuance of the security the mortgagees should stand possessed of the premises conveyed (subject to the right of redemption therein), and all other securities for the principal sums and interest therein mentioned, in trust for the mortgagees according to the principal sums and interest due to them respectively *pari passu* and without any preference or priority except as to the first-mentioned sum of £260, which, with the interest thereon, should have priority over the other sums thereinbefore mentioned. The administrator entered into no covenant for payment of principal or interest, and the property alone is the security for the sums owing to the three daughters. On the other hand no discretion was given him as to such payment. Interest has fallen into arrear and the value of the property is not sufficient to satisfy in full the sums due under the mortgage. It is proposed to sell part of the property not now required for the use of the business, but the husband, the personal representative of B, will not consent to a sale of a part only of the property nor even of the whole, unless he is paid in full the amount due to his deceased wife.

(1) Is it possible to effect a sale of a part or the whole without the concurrence of all three mortgagees ?

(2) If one of the three is not willing, how can a sale be effected if the other two are willing ?

(3) Could A as one of the mortgagees to whom £260 is due in priority to all other moneys secured by the mortgage sell alone as first mortgagee and satisfy her claim, and hand over the balance to the three mortgagees for division *pari passu* amongst them, even though there was no separate conveyance of the property to A and then subject thereto a conveyance of the property to A, B and C by way of mortgage to secure the various amounts of the residue due to them ?

A. (1) and (2) The persons who can sell the mortgaged property are the persons in whom the mortgagees' statutory power of sale is now vested. No consent by any of the persons interested in a part of the mortgage debts is required. In the present case the property appears to have been conveyed to the daughters, A, B and C in fee simple as joint tenants by way of mortgage. By the operation of the L.P.A., 1925, the fee simple originally vested in the mortgagees has become a term of 3,000 years, but this does not affect the joint tenancy at law. One of the mortgagees (B), has since died. The result is that the power of sale is now vested in A and C, and (the power of sale having arisen) they can sell the mortgaged property or any part of it as mortgagees. The consent of B is not required if he cannot prevent any sale by A and C.

(3) A is not a first mortgagee in the sense suggested by the question. The mortgage was a mortgage for securing four debts of which one, to which A is entitled, had (as between the mortgagees and their respective representatives) priority over the other three. The three remaining debts ranking *pari passu*. These are matters affecting the beneficial interests in the mortgage debts, and do not affect the devolution of the power of sale. Hence A cannot sell alone. Any sale must be made by A and C. See *supra*.

INFANT—ENTITLED TO LAND UNDER RECENT WILL—RELIEF OF EXECUTOR UNDER THE A.E.A., 1925, s. 42—PROCEDURE.

1073. *Q.* By his will A devised and bequeathed the residue of his estate (which included real property) to his daughter B, and appointed C sole executor thereof. A died this year, and B is an infant. C has proved the will and administered the estate, and is now desirous of retiring and appointing a trust corporation to be the trustee of the residue for the infant under s. 42 of the A.E.A., 1925. Will the appointment vest the legal estate in the trust corporation without a separate vesting assent ? If the answer is in the affirmative, presumably the T.A., 1925, s. 40 (1) (*b*) applies. If, however, a vesting assent is required, who should execute it—the retiring executor or the trust corporation, or both ?

A. The present position is that C is the trustee of the settlement created by the will under the S.L.A., 1925, s. 30 (3), with the obligation of appointing an additional trustee if he continues to act, but not otherwise, see answer to *Q.* 845, p. 540, *ante*. C may therefore appoint a trust corporation in lieu of himself, as S.L.A., 1925, trustee, under the sections of the T.A., 1925, mentioned in the answer to *Q.* 845. He may alternatively appoint under the A.E.A., 1925, s. 42, in which case the T.A., 1925, s. 40 (1) (*b*), would appear to vest the land in the corporation, notwithstanding that the appointment might not be a proper vesting assent containing the particulars required by the S.L.A., 1925, s. 5 (1), see also ss. 6 (*b*) and 8 (4) (*b*). The difficulty raised by the questioners is appreciated, but, having regard to the stringency of s. 13, the safest plan will be for C both to appoint the corporation trustees for the purposes of the S.L.A., 1925, and under s. 42 of the A.E.A., 1925, and also to execute a principal vesting instrument in their favour under the S.L.A., 1925, s. 26 (2).

[*Reminders for Conveyancers* : (Broughton).

In the review of this book, which appeared in our issue of the 10th inst., the price was given as 3s. 6d., whereas it should have been 4s. 6d. net. An interleaved edition is also, we understand, available at 5s. 6d.—ED., *Sol. J.*]

Reviews.

The Modern Law of Real Property. Second Edition. By G. C. CHESHIRE, D.C.L., M.A. Large post 8vo, pp. xliii and 815, and (Index) 61 pp. London : Butterworth & Co. 1927. Price 32s. 6d. net.

Students, teachers and practitioners will gladly welcome the appearance of a second edition of Dr. Cheshire's admirable book. His scientific and scholarly account of the labyrinthine mazes of the law of real property, wherein the old and the new learning is presented as a composite whole, has met with the immediate success it fully deserved, both in this country and in America.

The general arrangement of the work under review remains the same as in the first edition, but there has been a little re-statement and readjustment of the subject-matter. Owing to the shortening of the chapters on terms of years and conveyance of land on sale, and the omission of the former appendix, which contained a summary of the principal changes effected by the Property Acts, the introduction of new material and the bringing of the book up to date have only necessitated an increase of some thirty pages.

The introductory section which has been re-written and is now entitled " Principal Objects of the Legislation of 1925," is one of the best sections of the book, the author's purpose of separating what is fundamental in the Acts from the mass of subsidiary changes having been successfully accomplished.

The convenient devices of variation in type, marginal notes, and a little wholesome repetition, all help to fix the reader's attention upon the really important provisions. In this edition a much more comprehensive account is rightly given of the trust for sale, the overreaching effect of various conveyances on the equities of third parties, the rules of priority under the old and the modern law, and the powers and remedies of equitable mortgagees. The treatment of the distinctions between a trust for sale and a settlement, and their respective advantages, is particularly good (pp. 681-686). Due attention is now given to the definition of a fee simple absolute (pp. 101-103), and to the various kinds of licences (pp. 250-254). The decision in *Hurst* v. *Picture Palaces Ltd* 1915, 1 K.B. 1, is well criticised. The account of the old law relating to future interests has been greatly improved. The sacred old rule in *Purefoy* v. *Rogers*, and the old rules as to the destructibility of contingent remainders are well set out on pp. 433, 438. There has been an abandonment of the somewhat heretical proposal of applying the term remainder indiscriminately to interests operating on the determination of a prior interest, and to those operating in defeasance of a prior interest (pp. 436, 448 ; cf. pp. 447-449, 1st ed.). Two very minor points are suggested. At p. 154 it is stated that a tenancy at will is an equitable interest and not a legal estate. The question is not of much practical importance, but as contrary opinions are held, we would have welcomed the reasons for the view expressed. It is doubted whether tenure by frankalmoin has been abolished by the Administration of Estates Act, 1925, 2nd Sched. (p. 67) ; the better opinion is that the tenure has, in virtue of the above schedule, been converted into free and common socage.

The new index is well done and has enhanced the value of the book. In future editions, and we believe there will be many, may it be suggested that the details concerning terms of years, life and entailed interests, and transfers *inter vivos* and on death, be enlarged and incorporated in a sceond volume under the title " Modern Conveyancing ? "

Trade Union Law. By Sir HENRY SLESSER, K.C., and CHARLES BAKER. Third Edition. 1927. London : Nisbet and Co. Limited. xxvii and 424 pp. 25s. net.

Nineteen months after the issue of the second edition of this standard work on the law relating to Trade Unions there appears a third edition, necessitated by the passing of

the Trade Disputes and Trade Unions Act, 1927. The text of this Act is incorporated and valuable, though, on the whole, somewhat brief annotations are made thereon.

It is interesting to note the author's opinion (p. 271), that Mr. Justice Astbury's interlocutory judgment in *National Sailors &c.* v. *Reed*, 1926, 1 Ch. 586, "cannot be relied upon as a final expression of the common law," in so far as it is based upon the view that the probation of the Trade Union Acts of 1875 and 1906 does not extend to persons other than the immediate parties to a dispute.

The effect of the recent case of *Hardie and Lane* v. *Chilton &c.*, 1927, 43 T.L.R. 709—a case the full import of which does not so far seem to have been generally appreciated—is discussed on pp. 67, 263. The conclusion to be drawn from that and one or two earlier cases seems to be that a representative action for damages whether in contract or in tort will not lie against the members of a trade union, whether registered or unregistered.

The incorporation in the text of the notes, "appended" only in the last edition, involves a great improvement.

A fuller index in the next edition would be welcomed.

A Guide to the Railway Rates Tribunal. Elliot Gorst, Barrister-at-Law. With Foreword by Sir Max Muspratt, Bart., ex-President of the Federation of British Industries. 1927. Demy 8vo. pp. xx and 314 (with Index). The Solicitors' Law Stationery Society, Ltd. London: 31, Breams-buildings, E.C.4; Liverpool: 19 and 21, North John-street; Glasgow: 66, St. Vincent-street. 12s. 6d. net.

Transport and distribution play so important a part in our industrial life to-day that they, more or less, directly affect every business man, and, although in the past the question of Railway Rates has not perhaps received the attention it undoubtedly deserved, recent events, and particularly the present high level of charges, have drawn special attention to them. On the 1st January, 1928—"the appointed day"—the Railway Rates Act, 1921, comes into full operation, and many new problems will therefore face the trader. The functions and proceedings of the Railway Rates Tribunal are, it is safe to say, but little understood in commercial circles to-day; and as it offers a cheap and ready means to the trader for the settlement of rates and other difficult questions relating to transport by rail, all who are interested in the changes, so soon to take effect, should study the subject very carefully. The book is well arranged and lucidly explains the powers and procedure of the Tribunal, and we can, with confidence, recommend it as a most useful and reliable guide to all who are called upon to make themselves familiar with the subject.

H.

The Law relating to Moneylenders. Gilbert Stone, B.A., LL.B., and The Hon. Dougall Meston, both of Lincoln's Inn, Barristers-at-Law. 1927. Second edition. Demy 8vo. pp. xxxi and 392 (with Index). The Solicitors' Law Stationery Society, Ltd. London: 104-7, Fetter-lane, E.C.4. Liverpool: 19 and 21, North John-street. Glasgow: 66, St. Vincent-street. 12s. 6d. net.

A second edition of this useful work comes at an opportune moment as the Moneylenders Act, 1927—which comes into force on the 1st January, 1928—has made changes of the utmost importance in this branch of law. It contains a complete review of the law as it affects the lender as well as the borrower. The cases decided under the Act of 1900 are noted conveniently with the sections to which they apply, and the authors have taken pains to state not merely the conclusions, but also the facts on which those conclusions are founded. The full text of the Act of 1927 appears in the Appendix, and a useful feature is that *each* section commences on a new page. The book deals thoroughly with its subject, and should prove invaluable to all who are interested in or connected with the business of money-lending.

H.

Privy Council.

Watson *v.* **Haggitt.** 17th November.

Partnership—Solicitors—Death of Partner—Executor entitled to Share of Profits—Net Profits—Deduction of Salary.

The appellant was a partner in a firm of solicitors. The other partner died and by the articles his executor was entitled to be paid a third share of the net annual profits. For the purpose of ascertaining such net profits the appellant claimed to deduct, in addition to the ordinary outgoings, an annual sum payable to him by way of salary during the partnership.

Held, that without an express provision to that effect it was impossible to hold that the partners intended to allow a salary to the surviving partner.

This was an appeal from a judgment of the Court of Appeal of New Zealand, and raised a question of construction upon articles of partnership between the appellant J. L. M. Watson and A. B. Haggitt. The business of the firm was that of barristers and solicitors. The articles were dated 18th May, 1905, and the term was fifteen years from that date. The term expired on 18th May, 1920, but the partnership was continued as a partnership at will without articles, and therefore, upon the old terms so far as applicable. Mr. Haggitt died on 3rd January, 1926, and the respondents were his executors. Clause 21 of the Articles of Partnership was as follows: "If at any time during the term of the said partnership either of the said partners shall die or become permanently incapacitated for work . . . or shall become unfit to carry on the business of the partnership, then and in any such case the surviving or remaining partner shall during the period of five years from the occurrence or happening of such events or contingency pay to the executors or administrators of such partner so dying or to the representatives of such partner so incapacitated a sum equivalent to a one-third share of the net annual profits of the said partnership business for each year of the said term of five years." Clause 3 of the articles provided for payment of salaries to the partners and division of the net profits. Clause 5 was a common form of provision for the payment of expenses, outgoings and losses out of the receipts and earnings of the business.

Their Lordships (Cave, L.C., Lords Buckmaster, Carson, Darling and Warrington of Clyffe) dismissed the appeal.

Lord Warrington of Clyffe, in delivering judgment, said the appellant contended that he was entitled to deduct, in addition to the ordinary business expenses and outgoings, an annual sum payable to him by way of salary during the partnership. That contention was based upon a supposed rule of construction, that the same meaning ought to be given to an expression in every part of the document in which it appeared. Applying that supposed rule it was said that the expression "net profits" in cll. 3 and 5 meant what was left after the deduction of "salaries," and therefore, it must have the same meaning in cl. 21. If that contention were to be logically applied, the "salary" of Mr. Haggitt should also be deducted and paid to his executors, but the judges in the court below, who were in the appellant's favour, stopped short of the logical application of their contention by deciding that the "salary" of the appellant ought alone to be deducted. The truth was that there was no rule of such general application as was contended for by the appellant. A difficulty or ambiguity might be solved by resorting to such a device, but it was only in such cases that it was necessary or permissible to do so. It was clear that "net profits" had a different application in cl. 21 from that which it had in cll. 3 and 5. The state of things was wholly different. The partnership was dissolved, the salaries had ceased and the business was being carried on by the appellant for his own benefit, the sum payable to the deceased partner's executors being in substance purchase-money for his interest in the assets of the business.

In those circumstances it was impossible to hold that the partners intended to allow a salary to the surviving partner. The appeal failed, and their lordships would humbly advise His Majesty accordingly.

COUNSEL: *Maugham*, K.C., and *J. H. Stamp*; *G. B. Hurst*, K.C., and *H. Brasch* (of the New Zealand Bar).

SOLICITORS: *Cecil J. Wray*; *Blythe, Dutton, Hartley and Blyth.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re **Hanson**; **Hanson** *v.* **Eastwood.**

Astbury, J. 25th November.

LAW OF PROPERTY—SETTLEMENT OF PERSONALTY—WILL—DIRECTION TO PURCHASE RESIDENCE FOR WIDOW—TRUST FOR SALE—CONTRARY INTENTION—LAW OF PROPERTY ACT, 1925, 15 Geo. 5, c. 20, ss. 25 and 32.

Where in a settlement of personalty by his will, a testator directs his trustees to purchase a dwelling-house for the widow's residence, and that such house afterwards shall fall into and form part of his residuary estate bequeathed on trust for sale, s. 32 of the Law of Property Act, 1925, is excluded, and the widow can sell under her life-tenant powers.

This was an originating summons asking whether under s. 32, read with s. 25 of the Law of Property Act, 1925, "Burniston," a freehold property purchased by trustees of a personalty settlement under a direction by a testator to purchase a residence for his wife was held by such trustees upon trust for sale, with power to postpone, in which case the Settled Land Act, 1925, 15 Geo. 5, c. 18, was excluded, or whether the widow could sell under the Settled Land Act, 1925. The facts were as follows: By his will, dated 15th October, 1920, a testator, after appointing his wife and three other persons executors and trustees, directed his trustees as soon as possible after his death, to purchase such a dwelling-house as his wife should select as a residence for herself until his son David, who was born on 28th February, 1917, should attain twenty-five, if she should so long continue the testator's widow. He then declared that after David attained twenty-five, or the second marriage of his wife, whichever first happened, the dwelling-house so purchased should fall into and form part of his residuary estate which he devised and bequeathed to his trustees on trust for sale and conversion. He died on 4th November, 1920, and in 1922 the trustees bought the freehold house called "Burniston" as a residence for his widow for £3,700, and it was conveyed to them, but the widow finding it too large had recently purported to contract to sell it as a person having the powers of a tenant for life under the Settled Land Act, 1925, and she issued this summons to determine whether she had such power. By s. 32 of the Law of Property Act, 1925, it is provided that where a settlement of personal property or of land held on trust for sale contains a power to invest money in the purchase of land, such land shall, "unless the settlement otherwise provides," be held by the trustees on trust for sale, and by s. 25 (1) it is provided that a power to postpone sale shall in the case of every trust for sale of land be implied unless a contrary intention appears, thus virtually reproducing s. 10 of the Conveyancing Act, 1911, 1 & 2 Geo. 5, c. 37. For the widow it was contended that s. 32 was excluded and Wolstenholme and Cherry's Conveyancing Statutes, 11th ed., p. 187, was cited. For the trustee it was admitted that if the will had made a complete disposition of the fee, s. 32 would have been excluded by necessary implication, but here the widow was one of the two surviving trustees, so that there could be no sale without her consent. Section 32 and s. 10 of the 1911 Act were mere statutory adoptions of the ordinary conveyancing practice under which land purchased by the trustees of a personal settlement was always held on trust for sale.

ASTBURY, J., after stating the facts, said: The direction to purchase a dwelling-house for the widow's residence till David attains twenty-five, or she re-marries, is inconsistent with an immediate trust for sale. The testator intended the house for the widow's residence. He did not mean it to be sold over her head. Section 32 is therefore excluded, and the Settled Land Act, 1925, applies. There will be a declaration that the will created a settlement under s. 1, and "Burniston" is settled land under s. 2, and that the widow has the powers of a tenant for life under s. 20, and can convey the fee simple absolute in possession free from incumbrances and free from all equitable interests or powers, and that the widow and the other surviving trustee are Settled Land Act trustees under s. 30 (1) (iv).

COUNSEL: *W. F. Waite*; *Henry Johnston.*

SOLICITORS: *Williamson, Hill & Co.*, for *Clarkson, Thomas and Collinson*, Halifax.

[Reported by L. M. MAY, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

P. *v.* **P.** Lord Merrivale, P. 1st December.

DIVORCE—WIFE PETITIONER'S APPLICATION TO EXPEDITE THE HEARING IN THE INTEREST OF UNBORN CHILD OF THE WOMAN NAMED—PUBLIC POLICY—LEGITIMACY DECLARATION ACT, 1926, 16 & 17 Geo. 5, c. 60.

The court, on the ground of public policy, will not grant an application by a wife petitioner to expedite the hearing of her petition in the interest of a child expected to be born to the husband respondent and the woman named.

This was a summons adjourned into court. The facts appear from the judgment.

Lord MERRIVALE, P.: Last year the wife became aware of the relations between her husband and another young woman, who is the woman named in the petition. In November last year the husband left his wife, and there is no doubt he had relations with the woman named. The wife did not know the full story until October of this year, when the husband wrote to her, giving her information for the purpose of a divorce. On 25th October, she filed a petition for the dissolution of her marriage. On 10th November, when the case was pending, a summons was issued on the wife's behalf, asking that the hearing should be expedited. She stated that she desired the petition to be heard forthwith because a child was expected to be born some time this year as a result of her husband's relations with the other woman, and in order that on a decree *nisi* being granted she might make a further application in regard to expediting the decree absolute. Anyone familiar with the administration of the divorce law and the procedure of this division will appreciate what an astounding proposition that is. It is in fact a proposal, at the instance of the wife, that this Court should take extraordinary steps by decreeing on a certain day that this man should cease to be the lawful husband of his lawful wife and be in a position to take another woman as his wife. This summons was really taken out on behalf of the unborn child of this illicit alliance. It is quite clear that there would be most mischievous consequences if such an order were made *in camera*. I have to consider if such an order can be made at all. It was pointed out that unless the present marriage were dissolved there would be no chance of applying the forms of the Legitimacy Act, 1926. I have considered the matter anxiously, and have come to the conclusion that to grant the application would be against public policy, and would impair all the safeguards with which administration of divorce is at present surrounded. The application will be refused.

COUNSEL: *Noel Middleton*, for the wife petitioner.

SOLICITORS: *Holloway, Blount & Duke.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

NOTE.—The above application was renewed in the Court of Appeal on the 6th inst., and was dismissed.

In Parliament.

Questions to Ministers.

House of Lords.

LANDLORD AND TENANT BILL.

The MARQUESS OF SALISBURY, Lord Privy Seal, in reply to The Earl of Midleton, said that there were some 2,000,000 business premises within the meaning of Pt. I of the Landlord and Tenant (No. 2) Bill. No such business premises would be affected by the provisions of the Bill except where it was alleged that there had been an improvement carried out by the tenant which had added to the letting value of the premises, or that goodwill had been created by the tenant and remained attached to the premises at the determination of the tenancy.

House of Commons.

NO STATE LOTTERIES.

Mr. DIXEY (U., Penrith and Cockermouth) asked the Chancellor of the Exchequer whether, in considering the question of the totalisator with regard to betting, he would consider the advisability of a recognition of State lotteries.

Mr. A. M. SAMUEL (Financial Secretary, Treasury), who replied, said: "No, sir."

TELEGRAPHIC RATES TO THE DOMINIONS.

Sir W. MITCHELL-THOMSON, in reply to Mr. O. NICHOLSON (Abbey, U.), said that the following rates per word were charged for full-rate traffic with India, Australia, South Africa and Canada by the beam wireless services and the cable services respectively:—

	Beam.	Cable.
India	1s. 1d.	1s. 5d.
Australia	1s. 8d.	2s. 0d.
South Africa	1s. 4d.	1s. 8d.
Canada (Eastern Provinces)	0s. 9d.	0s. 9d.

EXPIRING LAWS CONTINUANCE BILL.

Mr. RILEY (Dewsbury, Lab.) moved to exclude the Agricultural Rates Act, 1896, from the measures continued by the Bill. He said that in the last thirty years £47,000,000 of public money had gone to relieve agricultural land of its proper share of rating. The time had come when this subsidy should be discontinued and the owners of land should bear their share of the burden.

Colonel WEDGWOOD (Newcastle-under-Lyme, Lab.) supported the amendment.

Mr. LAMB (Stone, U.) said that if the amendment were carried, it would replace on agriculture a burden which it ought never to bear, and could not stand at present.

Sir KINGSLEY WOOD said that all the Act did was to continue concessions already granted until a permanent Act came into operation. If the amendment were carried, the farmers would cease to be entitled to their rating relief during the interval. The Exchequer grant would cease to be payable, and if local authorities continued the grant on their own account all they would have to do would be to raise the rates to make up the equivalent amount lost from the Exchequer.

The amendment was negatived.

The Bill was read a third time.

SOLICITORS' BILL.

Standing Committee "A" of the House of Commons, presided over by Sir Cyril Cobb (U., Fulham, W.), on Tuesday, disposed of the Solicitors' Bill, a private members' measure, introduced by Mr. Dennis Herbert (U., Watford), and supported by members of all political parties. It provides that no solicitor, in connection with his practice, shall, without the written permission of the Law Society, employ or remunerate any person who to his knowledge has been struck off the roll of solicitors, except at his own request, or is suspended from practising as a solicitor. Provision is made for an appeal to the Master of the Rolls.

Clause 1, which prohibits employment of persons in such circumstances, was agreed to without discussion. On Clause 2, which imposes a penalty on persons who fail to disclose that they have been struck off the roll when seeking or accepting employment, Sir VIVIAN HENDERSON (Under-Secretary, Home Office) moved that instead of consent having to be given by the Law Society to the institution of proceedings, the power should be reserved to the Attorney-General. The amendment was agreed to and the bill was ordered to be reported to the House.

THE LAW OF LIBEL IN FICTION.

The Joint Committee of Lords and Commons which has been considering Lord Gorell's Bill for the amendment of the law of libel, held its final meeting on Wednesday, and approved the draft report which had been prepared, and which will, we understand, be published immediately. The principal object of the Bill is to protect authors from proceedings by a person who may happen to bear the same name as that of an imaginary character in a work of fiction.

THE ROAD TRANSPORT LIGHTING BILL.

The Road Transport Lighting Bill, which makes further regulations for the lighting of vehicles and applies them to both motor and pedal bicycles and tricycles, has been read a third time and passed. No light need be carried if the bicycle or tricycle is being wheeled by a person on foot as near as possible to the left-hand edge of the carriage-way.

Societies.

The Law Society.

TRAVERS SMITH SCHOLARSHIP.

Mr. E. R. Cook, secretary of The Law Society, announces that at a meeting of the council of The Law Society, held on the 9th inst., the scholarship for the year 1927 was, on the recommendation of the trustees of the late Joseph Travers Smith, awarded to Philip Thornley Bowcock, who served his articles of clerkship with Mr. William Harvey Breton, of Longton, Staffordshire.

Gray's Inn.

LORD MERRIVALE ON "THE COMPLETE JUDGE."

The qualities that go to make a judge were discussed by Lord Merrivale, President of the Probate, Divorce and Admiralty Court, who responded to the toast of His Majesty's Judges at the annual dinner of Gray's Inn Debating Society, which was held on Friday evening, the 9th inst., at the Hotel Metropole, with the president, Mr. H. W. Shawcross, in the chair. The toast had been proposed by Mr. Gurney G. Beagley, vice-president.

"You do not make judges by a pattern process," said Lord Merrivale. "The judge is not a kind of robot who can be turned on a task and expected to discharge it with mechanical certainty. What he really is is the product of a thousand years of British life, and an almost equal period of development of social order and law and British sense of fair play. And if it so happens that a man who is called to a judicial position has sprung from the right set, and fallen into true succession he will not go far wrong. After all it is not for nothing that England has been treading the road of courage and patience in the great difficulties of her isolated position with ideals that touch the heart and illuminate the mind. If judicial office comes to a man who is worthy of the profession which gives him his opportunity and of the race to whom he owes his duty, he will not entirely fail. He will be judged with a generous mind and sheltered in his shortcomings by the wonderful kindness of the English Bar. He will be assisted to go right by the observance of rules of law which are in the main simplified by principles of justice which should be embedded in his heart, and he will not be blamed if he goes wrong if he does his best." (Cheers.)

His Honour Judge Sir Alfred Tobin, K.C., who also replied, recalled that when he was made a judge Lord Merrivale said, "You may make a good judge, but you would have made a better bishop." (Laughter.)

To the toast of the Benchers, submitted by Sir Herbert Austin, Master Clarke Hall responded. Master Hinde gave the toast of the Society, and the President replied. At the call of Mr. P. L. E. Rawlins, the company pledged the health of the past presidents, and Mr. Charles Abbott responded.

United Law Society.

The annual dinner of the United Law Society was held at the Monico Restaurant on Monday last, Mr. Justice Eve presiding. Among those present were Mr. Justice Bateson, Judge Tobin, K.C., Viscount and Viscountess Suirdale, Miss Rose Macaulay, Miss Lilian Baylis, Sir William Bull, M.P., Mr. Fairfax Luxmoore, K.C., Mr. E. R. Cook (Secretary of the Law Society), Colonel H. D. P. Francis, M.C. (Master of the Solicitors' Company of the City of London), Mr. A. P. Herbert, Sir Albion Richardson, Mr. J. F. W. Galbraith, K.C., M.P., Mr. F. W. Yates (Chairman of the Society), and Mr. F. B. Guedalla (Vice-chairman).

Ancient Lights.

Mr. Gavin T. Simonds, K.C., delivered a lecture before the Solicitors' Managing Clerks' Association, on Friday, the 2nd inst., under the Presidency of The Hon. Mr. Justice Clauson, who was supported by Mr. Willoughby Jardine, K.C., Mr. Alan E. Ellis, Mr. B. G. Burnett-Hall, Mr. W. S. Tearle and others.

Mr. Simonds explained the different methods by which ancient lights were acquired and said: That the right to light and air could be acquired by grant or by prescription. It might be an express grant, or it might be an implied grant. The grant was necessarily implied where the land sold had already a house upon it and the vendor owned the adjoining land over which the light claimed must come but, if only the bare site was sold, there could only be the implied grant of light to the house which might be built there if the building of it was in the contemplation of both parties. The right to light by prescription might be either at the common law or under the Prescription Act, 1832, and in the latter case there were many points of difficulty. He read the third section of the Act, which provided for twenty years' use without interruption in order to substantiate a claim. This section, he said, was largely governed by s. 4, which must be read as a proviso to it. There were several traps of which it was necessary to beware. The twenty years was the full period of twenty years uninterrupted enjoyment next before any suit or action; and until a suit was begun there was no indefeasible claim. The interruption must be for not less than a year, and the practical result was that if a man enjoyed the access of air and light for nineteen years and a day he would at the end of the twenty years, notwithstanding that for 364 days of the twentieth year he was deprived of it, have acquired a right. A more difficult part of the subject was as to the measure of light which a man might acquire by prescription. This point had been made easier by comparatively recent decisions of the House of Lords, but it was a topic on which for three-quarters of a century there was a most pronounced conflict of opinion. In the case of easements other than light the measure of right acquired was determined by the user, and it would be easy to conclude that in the case of light also the measure of light for which a man prescribed would be the measure of light which he had enjoyed. But that was not so. For a long time that, or something like that, was thought to be so by many. At the same time, it should be observed, another body of opinion held that there was no illegal obstruction unless so much light was taken away as to amount to a nuisance. Ultimately, the well-known case of *Colls* v. *The Home and Colonial Stores*, 1904, A.C., settled the question. Lord Macnaghten there laid it down that the question in every case was whether sufficient light was left "according to the ordinary notions of mankind for the comfortable use and enjoyment of the use, or for its beneficial use and occupation." As to the "ordinary notions of mankind," one must obviously leave out any question of special user, such as for work requiring a specially good light, microscopic work, for instance. It might be that the obstruction of the light made it difficult to use any longer the room for a special purpose. Nevertheless, unless it could be said that the complainant could no longer have the comfortable use and enjoyment of his house "according to the ordinary notions of mankind," he could not complain that there was illegal obstruction of light. In the case of a nuisance of noise, say, one had to be guided by the fact whether the complainant's house was situated in a crowded city, or in the suburbs, or in the open country, and, in the same way, one might expect and claim a greater degree of light in the latter than in the former case. As to the remedy, if one's light was infringed, the remedy sometimes thought of was to abate the nuisance. But he would urge that that course should not be adopted. It was very dangerous to take the law into one's own hands. There might be cases in which without undue risk one might abate the nuisance, e.g., where some comparatively modest erection was put up, a hoarding, say, with the express object of obscuring light, but in the usual case if the person affected pulled the offending obstruction down and he should be found to have done so wrongly, it would prove a very expensive matter for him. The relief was by way of an injunction or damages. The circumstances as to whether damages rather than an injunction would be granted, was a matter of judicial discretion. The House of Lords, in *Leeds, &c.* v. *Slack*, 1924, A.C. 861, had decided that the court had jurisdiction to grant damages, not only when the obstruction had been caused and damage had ensued, but also where, though the building was not erected, the plaintiff apprehended damage when it was erected. Lord Macnaghten said, in the case already quoted, that if the defendant had acted fairly he was disposed to think the court should incline rather to damages than to an injunction, and that the court ought to be very careful not to allow an action for damages in the case of ancient lights to be used as a means of extorting money. Persons employed in large building schemes had often to pay money right and left to avoid litigation. If an action was to be started there should not be any delay. The court would not assist those who slept upon their rights. A motion for interim injunction was sometimes dangerous, for if successful, it imposed upon the plaintiff a liability under his cross-undertaking in damages which might become very serious if it turned out that the building to be erected proved after all not to be an obstruction to light. He knew of no class of case in which it was more important that the matter should be brought to speedy trial than cases where the infringement of light was the issue raised.

Mr. Justice CLAUSON, replying to a vote of thanks, said he had much pleasure in finding himself among old friends, many of whom he had known he was afraid to say for how long a time. Speaking of the recent orders by the Lord Chancellor and directions by the judges of the Chancery Division, he said he was glad of the opportunity of saying a word with regard to them in the presence of men on whom they depended for the efficacy, efficiency and speed of their procedure. A point which had caused a great deal of trouble to practitioners on that side was that every now and again a very heavy case would come up for trial and everybody suffered from being placed next on the warned list. The case was expected to take from three to four days and it went on perhaps for three months. This was bad from the point of view of counsel which had been briefed and had time to forget the facts, and from that of the solicitor, who had his witnesses ready and getting tired of waiting and were becoming restive. It had occurred to the Lord Chancellor that it would be very much to the advantage of the Chancery procedure if some arrangement could be made which would eliminate from the list these big actions, which obstructed the ordinary actions whose trial took a day or two. It was very difficult to improve arrangements so long as the practice in Chancery procedure was to attach leaders to a particular court. But that practice disappeared about a year ago. The Lord Chancellor had now made the experiment of dividing the witness list into two parts. Part one contained what might be called the normal cases. The criterion was to be as to whether or not a case could be reasonably expected to last more than ten hours, that was two working days. If it was so thought, it would go into Part I. If it was likely to be a longer case, such, for instance, as a patent action, it would go into Part II. The judges were to be divided into two groups of three judges each. Judge No. 1 would take the non-witness work. Judge No. 2 would take the ordinary witness case in Part I of the list, that was to say, the ordinary Chancery case. The third judge would be required to devote himself—perhaps rather reluctantly—to Part II, patent actions and passing-off cases, with about thirty-four witnesses on each side, and the ancient inhabitant, in his right of way case, which would go on for about a week. The intention—and the Lord Chancellor hoped to see it fulfilled—was that, as soon as things got into working order, the ordinary Chancery case of reasonable length that would come on for trial, if the business remained much as at present, would be heard within something like six or seven or perhaps eight weeks after it had been set down. He could not help thinking that that was a fairly reasonable time. If that could be arranged for the ordinary cases, he thought one might regard with equanimity the possibility of such a case as that of the *Rhodesian Mines*, for instance, which occupied about five months in hearing. It would be a matter of regret if such cases as that, or even those which took three or four months, did not get into the second list. He himself had only been away from the Bar some fourteen months, and could, therefore, speak of the Bar. He had been the junior judge for that period, a record which, he believed, had not been reached for years. He quite realised that these arrangements could only work as was intended with the assistance of the solicitors, and, more especially, of the solicitors' managing clerks, and he was quite certain they could be counted on to assist, and that the judiciary might look forward with confidence to the result. It would not always be quite clear as to which particular list a case should appear in, but he believed that solicitors and their managing clerks would see that what he might call the leviathan cases and others of that order did not get into list No. I, and that the ordinary case was not allowed to drift into Part II. This arrangement would have the result that the chamber would be divided into two groups instead of three, as was now the case. There were nine masters at present. Sir Charles Hulbert, the chief master, was to have special work allocated to him, and the other work was to be allocated to two groups of four masters each. He was afraid it was possible that at the beginning there might be confusion as regarded pending business and old cases, but it was hoped to minimise the confusion as much as possible in that way. Sir Charles

Hulbert had worked out a scheme, which was not really as elaborate as it looked, dealing with the pending business, and he and his assistant Mr. Allaway would only be too glad to give their assistance to managing clerks in the event of any difficulty arising. But he (Mr. Justice Clauson) hoped the difficulty would not prove to be a serious matter. He was sincerely glad of the opportunity the lecture had given him of telling the managing clerks that he and his brother judges were very much interested in the matter, and of saying what had been done and how it was hoped to work out the proposals.

Legal Notes and News.

Honours and Appointments.

The King has approved the appointment of Mr. JOHN ROLLESTON LORT-WILLIAMS, K.C., to be a Puisne Judge of the High Court of Judicature at Calcutta in succession to The Hon. Sir William Ewart Greaves, who has resigned. Mr. Lort-Williams was educated at Merchant Taylors School and London University, was called to the Bar in 1904, and took silk in 1922. He was a member of the London County Council from 1907 to 1910 and sat in Parliament for Rotherhithe from 1918 to 1923. He was Recorder of Walsall since 1924.

The King, on the recommendation of the Secretary of State for Scotland, has approved the appointment of Mr. JOHN ROGER HALDANE, Sheriff Substitute at Stornoway, to be Sheriff Substitute of Ayrshire, at Ayr, in place of the late Mr. James Crawford Caldwell Brown.

Mr. B. E. WILKINSON, solicitor, 48, Church-street, Weybridge has been appointed Clerk to the Weybridge Urban District Council. Mr. Wilkinson was admitted in 1921.

Mr. CHARLES COUTTS BYERS, solicitor, Town Clerk of Bridgwater, and formerly Assistant Town Clerk of Rotherham, has been appointed Town Clerk of Darwen. Mr. Byers was admitted in 1922.

Mr. HORACE DANBURY, of Winchcomb, has been appointed Clerk to the Thirsk Rural District Council in succession to Mr. William Swarbreck, who has resigned.

Mr. JOSEPH HUNT, solicitor, has been appointed Clerk to the Northallerton Rural District Council, in succession to Mr. William Fowle, solicitor, who has resigned. Mr. Hunt was admitted in 1904, and also holds the appointments of Clerk to the Urban District Council to the Guardians of the Poor, and to the Rating Authority. He is also Superintendent Registrar of Births, Deaths and Marriages.

Professional Partnerships Dissolved.

ARTHUR BARLOW and ARTHUR ERNEST LESLIE BARLOW, solicitors, Nottingham (Arthur Barlow and Son), by mutual consent as from 3rd May, 1926.

CHARLES ROBERT EDWIN PATTENDEN and EDWARD BENNETT, solicitors, 12, Bernard-street, Russell-square, W.C.1 (Justice and Pattenden), as from 4th November.

Resignation.

Mr. T. W. WEEDING, solicitor, has been presented with a wireless set and inscribed silver plate by the officers and staff on his retirement from the appointment of Clerk to the Surrey County Council. Mr. Weeding was admitted in 1870.

Wills and Bequests.

Mr. Alexander Crossman, solicitor, of Hill House, Harrow Weald, Middlesex, for many years a director of The Solicitors' Law Stationery Society, Ltd., (the proprietors of THE SOLICITORS' JOURNAL), whose death was announced in these columns on the 15th October last, left estate of the gross value of £114,810. He left: To his "friend and devoted nurse," Letitia Rose Clarke, £4,000, his wireless apparatus, a picture by West, and a quantity of furniture; to Mrs. Minnie Adams £2,000 and a quantity of furniture and £200 to her daughter, Peggy; £250 to his former clerk, William Richard Herring; £100 each to his former clerks, Alfred Owen, Charles William West, and Ernest E. Martin; £100 each to his coachman, George Hill, and his employee, George Langley; £50 each to his gardener, Maline, his former housemaid, Mrs. Hunter, and his former clerks, Lewis, Alfred Davies, and Harold Hately.

Mr. George Charles Lea, solicitor, of 27 The Waldrons, Croydon, left estate of the gross value of £1,689.

Mr. Reginald Blaker, solicitor, of Wallands-crescent and High-street, Lewes, who died on 21st October, aged seventy-seven, left estate of the gross value of £93,168. He left: £500 to his clerk William Martin; and £100 to his clerk Albert Barnard.

Mr. Alexander Stuart Duff Thomson, aged seventy-three, of the Hydropathic, Kilmalcolm, advocate, for many years Sheriff Substitute of Lanarkshire at Hamilton and Glasgow, left personal estate in Great Britain of the gross value of £22,005.

Mr. James Dove Whitehead, J.P., solicitor, of Thornton-le-Dale, near Pickering, Yorks, of J. D. Whitehead & Son, left estate of the gross value of £9,922.

Mr. Arthur Bingham Watson, solicitor, of The Wood, Chartfield-avenue, Putney, of Messrs. Watson, Sons and Room, of Bouverie-street, E.C., who died on 23rd October, aged fifty-eight, left estate of the gross value of £177,735.

MOOT AT GRAY'S INN.

CHARTERPARTY CLAUSE.

A Moot was held in Gray's Inn Hall recently, when Mr. Justice Bateson presided. There were also present the Master of the Moots (Sir Plunket Barton, K.C.) and Masters Terrell, Clayton, and Keogh. The following case was argued:—

Jones chartered a ship from Smith to load in the River Plate a full and complete cargo of frozen meat at various ports for London and United Kingdom. The goods were loaded and bills of lading issued for them consigning them to Brown in London. The bills of lading contained the following words:—

"Shipped . . . 257,653 quarters of ox beef . . . to be delivered . . . unto Brown or his assigns, he or they paying freight and all other conditions as per charterparty."

All the terms, provisions, and conditions of the Carriage of Goods by Sea Act, 1924, and the schedule thereto were to apply to this bill of lading.

The charterparty contained the clause:—

"Any days beyond 20 occupied in loading to be paid for at the rate of £25 per day."

The ship in fact took sixty days to load without any default on the part of the shipper or shipowner. Brown took delivery in London of the cargo. Smith sued Brown for £1,000, being £25 per day for the extra forty days occupied in loading. Brown refused to pay, relying on the above Act.

Judgment for the defendant Brown. Smith appeals.

Mr. T. L. David and Mr. R. Clark appeared for the appellant, and for the respondent Mr. C. Shawcross and Mr. A. N. Abrahams.

Mr. Justice Bateson, in giving judgment, said that the question turned upon the proper construction of the clause in the charterparty: "any days beyond 20 occupied in loading to be paid for at the rate of £25 per day." He thought that the way in which the clause was drawn did not exempt Brown from paying, and therefore the appellant would succeed. There were two sets of cases; in one the clauses had been construed to mean that the shipper should have a certain number of days in which to load, and in the other and later cases that the shipper was bound to load within so many days. In these later cases, if the shipper did not do so, he broke his agreement. In these circumstances the appeal would succeed, and the shipowner was entitled to recover £1,000. The usual order as to costs would be made.

THE PREVENTION OF JUVENILE CRIME.

Sir Wemyss Grant-Wilson, speaking at a Child Welfare Convention at Tunbridge Wells, said that the girl juvenile offender problem was almost negligible. During the last year the number of boy delinquents had been 2,000, and the girl delinquents numbered less than 200.

The four main reasons of the causes of juvenile delinquency were: Bad conditions in the home and overcrowding; boredom—no hobbies and no room for games; desires outrunning resources; and physical or mental defects. The picture palace undoubtedly accounted for much juvenile crime. It provided a constant desire for amusement night after night. Nowadays if one did not go to the pictures two or three times a week one was considered *déclassé* in many districts. The greyhound racing courses were nothing but excuses for gambling, and were producing a great deal of misery. During last year 460 lads were sent to Borstal institutions, thirty had no homes, 164 had bad homes, thirty-three were orphans, twenty-three were illegitimate children, thirty-four had parents who were separated, 158 had one parent only, 112 had physical or mental defects. The ways to save young boys from lives of crime were: Religion in the home—by far the most important of all; the public opinion of his own class; more space and

more interest. Putting young offenders into prison was useless. Prison was useful only as something with which to frighten them. Nearly every persistent criminal started a life of crime between the ages of sixteen and twenty-one.

RETIREMENT OF OLD BAILEY DOORKEEPER.

Mr. Frederick William Hall, a former sergeant in the City Police, who has been doorkeeper at the Old Bailey for the past seventeen years, has retired on pension. He was called into court shortly before the close of the sitting on Friday, the 9th inst., and the Recorder (Sir Ernest Wild, K.C.) bade him an official farewell on behalf of the Bench and Bar. Sir Alfred Callaghan, the senior barrister present, associated himself with the Recorder's expression of good wishes.

BENCH AND BAR.

A dinner in honour of the Bench and the Bar took place on the 12th inst., at the Ladies' Lyceum Club, Piccadilly. The Dowager Lady Boyle presided. The Bench was represented by the Master of the Rolls, Lord Hanworth, and the Bar by Mr. F. Barrington-Ward, K.C., M.P., Mr. Cecil Whiteley, K.C., Mr. Comyns Carr, K.C., and others.

Mrs. Gun proposed "The Bench and Bar," and Lord Hanworth, who responded, expressed his appreciation of the general feeling of confidence in the Bench. The explanation of that confidence was, he believed, that our judges were appointed from the ranks of the Bar, where they had an opportunity of being trained and of taking their place in the forensic arena. In foreign countries judges were chosen from what might be called the Civil Service, and had not got that training. Here there was a spirit of camaraderie, assistance, respect, and affection, which contributed largely to the good administration of the law. That all nations envied our system of law he had had repeated experience when attending sittings of the Permanent Court of International Justice. There, extraordinary confidence was shown in the guidance of the English representatives, and for his part he realised how great were the services rendered by the court. Difficulties arose between countries, and by removing them they removed the possibility of ill-feeling and misunderstanding, and so got rid of the seeds of hostility, and even of war. (Hear, hear.) To his personal knowledge the court had, on many occasions, by unravelling problems, contributed to the peace of the world. (Cheers.) Lord Hanworth intimated that it was in June, 1827, just over 100 years ago, that his great-grandfather was appointed a King's Counsel.

Mr. F. Barrington-Ward, K.C., M.P., replying for the Bar, said with regard to women barristers that they had not so far made great headway; that, as regarded women jurors, they exercised common-sense and were of great assistance to their men colleagues; and that women magistrates were most helpful, especially in cases concerning women and children. Referring to the revival of moots at the Inns of Court, he said they taught students how to handle authorities, present their arguments, and overcome the feeling of nervousness when speaking. Touching the Criminal Bar, he recalled an occasion when a man in the gallery went to sleep one hot summer day. The judge ordered the usher to eject him, and with much noise the usher obeyed. When the noise subsided the judge said to the counsel who had been interrupted: "Please proceed, Mr. ——. It was not your fault, really not your fault." (Laughter.)

Mr. Cecil Whiteley, K.C., also responded.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
M'nd'y Dec. 19	Mr. Ritchie	Mr. More	Mr. Ritchie	Mr. Synge
Tuesday .. 20	Synge	Jolly	Synge	Ritchie
Wednesday 21	Hicks Beach	Ritchie	Ritchie	Synge
Thursday . 22	Bloxam	Synge	Synge	Ritchie
Friday 23	More	Hicks Beach	Ritchie	Synge
	Mr. Justice Astbury.	Mr. Justice Clauson.	Mr. Justice Russell.	Mr. Justice Tomlin.
M'nd'y Dec. 19	Mr. Jolly	Mr. More	Mr. Hicks Beach	Mr. Bloxam
Tuesday .. 20	More	Jolly	Bloxam	Hicks Beach
Wednesday 21	Jolly	More	Hicks Beach	Bloxam
Thursday . 22	More	Jolly	Bloxam	Hicks Beach
Friday 23	Jolly	More	Hicks Beach	Bloxam

The Christmas Vacation will commence on Saturday, the 24th day of December, 1927, and terminate on Friday, the 6th day of January, 1928, inclusive.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement Thursday, 22nd December, 1927.

	Middle Price 14th Dec.	Interest Yield.			Yield with Redemption.		
English Government Securities.		£	s.	d.	£	s.	d.
Consols 4% 1957 or after	85¾	4	14	0	—		
Consols 2½%	54¼	4	12	0	—		
War Loan 5% 1929-47	101¼	4	19	0	4	18	9
War Loan 4½% 1925-45	96	4	13	6	4	16	6
War Loan 4% (Tax free) 1929-42	101	3	19	0	3	19	6
Funding 4% Loan 1960-90	86½	4	13	0	4	14	0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	93½	4	6	0	4	7	0
Conversion 4½% Loan 1940-44	96	4	13	6	4	16	0
Conversion 3½% Loan 1961	75⅜	4	13	0	—		
Local Loans 3% Stock 1921 or after	62¾	4	15	0	—		
Bank Stock	256	4	13	0	—		
India 4½% 1950-55	92	4	17	6	4	18	6
India 3½%	70½	4	19	0	—		
India 3%	60½	4	19	0	—		
Sudan 4½% 1939-73	95	4	15	0	4	17	0
Sudan 4% 1974	84	4	15	6	4	18	0
Transvaal Government 3% Guaranteed 1923-53 (Estimated life 19 years)	80¾	3	15	0	4	12	6
Colonial Securities.							
Canada 3% 1938	85	3	12	0	4	18	0
Cape of Good Hope 4% 1916-36	93	4	6	0	5	0	6
Cape of Good Hope 3½% 1929-49	80	4	7	0	5	0	0
Commonwealth of Australia 5% 1945-75	98	5	2	0	5	2	6
Gold Coast 4½% 1956	93	4	16	6	4	17	6
Jamaica 4½% 1941-71	92½	4	18	0	4	18	6
Natal 4% 1937	93	4	6	0	5	0	0
New South Wales 4½% 1935-45	90	5	0	0	5	7	0
New South Wales 5% 1945-65	98	5	2	0	5	3	6
New Zealand 4½% 1945	97	4	12	6	4	17	6
New Zealand 5% 1946	101¼	4	18	6	4	16	6
Queensland 5% 1940-60	99	5	1	0	5	3	0
South Africa 5% 1945-75	100	5	0	0	5	0	0
S. Australia 5% 1945-75	98	5	2	0	5	0	0
Tasmania 5% 1945-75	101½	4	18	6	5	0	0
Victoria 5% 1945-75	98	5	2	0	5	0	0
W. Australia 5% 1945-75	100	5	0	0	5	2	0
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corpn.	63	4	15	6	—		
Birmingham 5% 1946-56	103	4	17	0	4	17	0
Cardiff 5% 1945-65	102	4	18	6	4	18	0
Croydon 3% 1940-60	68¼	4	8	6	5	0	0
Hull 3½% 1925-55	78	4	9	6	5	0	0
Liverpool 3½% redeemable at option of Corpn.	73	4	16	0	5	0	0
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	53	4	14	0	—		
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	63	4	15	6	—		
Manchester 3% on or after 1941	63	4	14	6	—		
Metropolitan Water Board 3% 'A' 1963-2003	63	4	15	6	4	17	0
Metropolitan Water Board 3% 'B' 1934-2003	65	4	12	6	4	15	6
Middlesex C. C. 3½% 1927-47	83	4	5	0	4	17	0
Newcastle 3½% Irredeemable	73	4	16	0	—		
Nottingham 3% Irredeemable	63	4	15	6	—		
Stockton 5% 1946-66	102	4	18	6	4	19	0
Wolverhampton 5% 1946-56	101½	4	19	0	5	0	0
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	83	4	16	0	—		
Gt. Western Rly. 5% Rent Charge	101	4	19	0	—		
Gt. Western Rly. 5% Preference	96	5	4	0	—		
L. North Eastern Rly. 4% Debenture	79½	5	1	0	—		
L. North Eastern Rly. 4% Guaranteed	76	5	5	6	—		
L. North Eastern Rly. 4% 1st Preference	69	5	16	0	—		
L. Mid. & Scot. Rly. 4% Debenture	81	4	18	6	—		
L. Mid. & Scot. Rly. 4% Guaranteed	79½	5	0	6	—		
L. Mid. & Scot. Rly. 4% Preference	73½	5	9	0	—		
Southern Railway 4% Debenture	81	4	18	6	—		
Southern Railway 5% Guaranteed	98	5	2	0	—		
Southern Railway 5% Preference	89	5	12	0	—		

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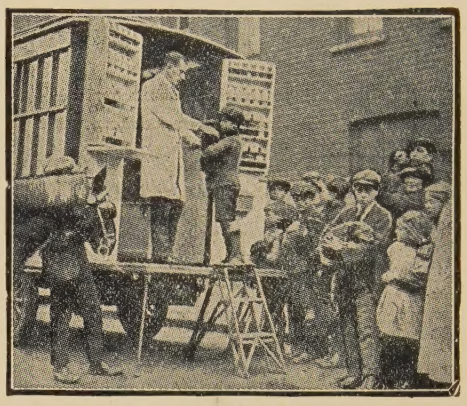

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WILL any person who can give Information as to the present whereabouts of EDITH GERTRUDE FALL, late of Shipley, Yorkshire, and subsequently of Leeds, and who is believed to have married about 10 years ago, and who was last heard of about the year 1917, kindly communicate with "M," Box 1057, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4.

MRS. G. PANNELL, deceased.—If Miss MEGGIE KEOGH and Miss MARGARET BROWN, who were acquainted with Mrs. G. Pannell, late of Surbiton, Surrey, or their personal representatives will communicate with "R," Box 957, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4, they will hear of something to their advantage

EDWARD CYRIL OWEN, deceased, of The Baltic and Mercantile Exchange, and Bevis Marks House, Bevis Marks.—Will any person knowing of a Will made by the above deceased, please communicate immediately with Messrs. Nisbet, Drew & Loughborough, Solicitors, 23 Austin Friars, London, E.C.2.

FOWKE.—Will any Solicitor or other person who has any knowledge of a Will made by COMMANDER MOULTRIE BICKERTON FOWKE, late Royal Navy and of the Junior Constitutional Club, communicate with Messrs. Merrimans, Solicitors, of 3, Mitre-court, Temple.

SOTHERN. — The next-of-kin of GEORGE SOTHERN, late of 143, Northumberland-street, Abercromby, Liverpool, who died on the 2nd November, 1927, are requested to apply to "S.," Box 943, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4.

REGINALD JOSEPH MURRAY (deceased), otherwise known as REGINALD JOSEPH MARTINEZ-DE-LAS-RIVAS.—Will any person having in his possession any Wills or draft Wills made in or about the years 1919 and 1920 by the above-named deceased communicate immediately with Fletcher, Jones and Nicholls, Solicitors, 3, Devonshire-square, London, E.C.2 ?

FREDERICK PROCKTER (discharged from Royal Navy in 1907). Please COMMUNICATE with Messrs. Wigan & Co., Solicitors, Norfolk House, Victoria-embankment, London, when he will hear news to his advantage.

WILL the Solicitor having record of clients: COLE, CRAPPER, DAYMON, within the period, presumably 1800–1890, concerning property at Oxford and Kingston, kindly communicate with C. Daymon, Esq., 33, Fieldway-crescent, Highbury, N.5,

NEXT OF KIN Wanted.—Any persons claiming to be or to be able to give information as to the NEXT OF KIN of the late WILLIAM EASTON, Merchant, of 17, St. Vincent-lane, Glasgow, who resided sometime at 16, Buckingham-terrace, Hillhead, Glasgow, afterwards at 1, Kersland-street, Hillhead, aforesaid, and died at the last-mentioned address on 19th May, 1888, will please COMMUNICATE with Messrs. R. and J. M. Hill Brown & Co., Writers, 41, West George-street, Glasgow, C.2, the Law Agents for Mr. Easton's Trustees.

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